



**Tuesday, November 22, 2022
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments – Add invoice to Routine Item #5, claims docket at the request of the Administration.

- **Addendum to the claims docket6, invoice payable to MS State Department of Health, in the amount of \$40,000.00.**

POLICY AGENDA

- 1. 2022-891** Approve the minutes for the November 7 & 8, 2022 meetings of the City Council.
- 2. 2022-889** Adopt an Ordinance approving, enacting and establishing a New Code of Ordinances for the City of Hattiesburg, Mississippi; providing for the repeal of certain ordinances as expressly provided; providing for the manner of amending such Code of Ordinances; and repealing Ordinance Number 2331, and all other Ordinances in conflict.
- 3. 2022-859** Adopt an Ordinance for the petition filed by Robert Owen, Heather Dickerson, to rename the public street presently known as Eagle Drive to “Newhaven Drive” (Eagle Drive is a dead-end street connecting only to N 38th Ave, Ward 1). The Planning Commission recommended to Approved on November 2, 2022.
- 4. 2022-860** Approve or Deny a petition filed by Forrest General Hospital, Jeff Cook, Dustin Gatlin, for approval by Planning Commission (conditional use) to expand a non-conforming use of “Parking lot or garage” in OS (Open Space Zoning) District for property located at 205 S 28th Avenue (PPIN's 20796, 20795; Ward 3). The Planning Commission recommended to Deny on November 2, 2022.
- 5. 2022-861** Approve or Deny a petition filed by Newton Fawcett, to request a Flood variance per Article 6, Section E, for 102 Walley Street (Parcel No. 2-029K-09-212.00, PPIN

19634, Ward 2). The Planning Commission recommended to approve on November 2, 2022.

6. **2022-862** Approve or Deny a petition filed by Marc Broome, Garner Property and Development, LLC, to request a variance; a setback of 22 feet for a variance of 8 feet along Hardy for a proposed building to be located at approximately 3104 Hardy Street (PPIN's 26488, 26490, 44474, 26489, and 26491, Ward 3). The Board of Adjustment recommended to Approve on November 2, 2022.
7. **2022-863** Approve or Deny a petition filed by William Krosp, SDP MS Hattiesburg 1, LLC. (Joe Pegram), to request a variance; allowing for a distance of 47 feet, for a variance of 253 feet for a proposed development at 3606 Hardy Street (PPIN 26473, Ward 3). The Board of Adjustment recommended to Approve on November 2, 2022.
8. **2022-864** Approve or Deny a petition filed by University Mall, LLC., Ron Farris, Lewis Griffin, to request a variance; allowing a setback of 9.1 feet for a variance of 20.9 feet along South 37th Avenue for a proposed structure and to request a variance allowing for a six (6) foot fence in the front yard for a variance of two (2) feet for a proposed fence located at 3706 Hardy Street fronting South 37th Avenue (PPIN 26449, Ward 3). The Board of Adjustment recommended to Approve on November 2, 2022.
9. **2022-890** Adopt the November 22, 2022 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated balance.
10. **2022-885** Approve Professional Services Contract with Shows, Dearman and Waits, Inc. to provide engineering services related to the Mississippi Hall Sewer Improvements project and authorize the Mayor to execute in duplicate.
11. **2022-882** Approve a Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Lincoln Rd Detention Facility project and authorize the Mayor to execute in duplicate.
12. **2022-881** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Drainage Improvements Projects Along 7th Street, 25th Avenue and Grace Avenue and authorize the Mayor to execute in duplicate.
13. **2022-878** Approve Supplemental Agreement No. 1 with Walters Construction Co., Inc. for the Hwy 49, Camp St., Adeline St. and Mamie St. project (Project No. DECD-0018(35)BO Forrest County) to add items to the contract resulting in an increase of \$19,282.50 to the contract amount and authorize the Mayor to execute in triplicate.

- 14. 2022-874** Approve Supplemental Agreement No. 2 with Hemphill Construction Co., Inc. for the Longleaf North Infrastructure Improvements project to account for added items and project overruns/underruns increasing the total contract amount to \$3,171,1143.08; Authorize the Mayor to execute in duplicate.
- 15. 2022-879** Approve Supplemental Agreement No. 3 with Suncoast Infrastructure, Inc. for the Cured in Place Pipe Sewer Project in Various Locations Phase I project to account for project underruns of \$736,707.13, acknowledge receipt of closing documents for project, authorize final payment to contractor, authorize final acceptance of the project, authorize return of Certificate of Deposit held in lieu of retainage and authorize the mayor to execute the Supplemental Agreement.
- 16. 2022-880** Approve Supplemental Agreement No. 3 with Walters Construction Company, Inc. for the Lamar Boulevard Reconstruction Project to add Roadway Lighting to the contract for an increase of \$176,855.17 to the contract amount and authorize the Mayor to execute in duplicate.
- 17. 2022-867** Approve Lighting Agreement with Mississippi Power for lighting changes near 1103 Arledge Street for a monthly savings of \$8.66 and authorize the Mayor to execute in duplicate.
- 18. 2022-868** Approve Lighting Agreement with Mississippi Power for lighting changes on West St. from 5th St. to 4th St., and along West 5th St. from Phillips St. to Main St. for a monthly cost increase of \$76.07 and authorize the Mayor to execute in duplicate.
- 19. 2022-870** Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.
- 20. 2022-873** Approve Memorandum of Agreement/Data Use Agreement between the City of Hattiesburg and the Mississippi State Department of Health to share data in regard to the LeadSafe Hattiesburg Program and authorize the Mayor to execute it in duplicate and electronically.
- 21. 2022-876** Approve Agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council, in an amount of \$20,760.00 to provide art for children's programs and art and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents, for a term beginning October 1, 2022 through September 30,2023; authorize manual check for same.
- 22. 2022-886** Approve an agreement between the City of Hattiesburg and the Hattiesburg Tourism Commission (Hattiesburg Alliance for Public Art) for the purpose of promoting and supporting local economic development through public art in accordance with

Section 21-19-44, Mississippi Code of 1972.

23. **2022-888** Approve Agreement between City of Hattiesburg and Downtown Hattiesburg Association, a designated Mississippi Main Street member, to create a Downtown Hattiesburg Facade Grant Program in accordance with Mississippi Code 21-19-44.1
24. **2022-884** Authorize the purchase of Parcel #2-038B-15-279.00 (PPIN # 13866) in the amount of \$42,000.00 and payment of 2022 taxes and authorize the issuance of manual checks due upon closing.
25. **2022-883** Authorize the administration to submit pre-application and application with the Natural Resources Conservation Services for an Emergency Watershed Protection (EWP) Project at Mixon Creek Site #5, Gordon Creek @ Old Bakery #3 and Elaine Circle and authorize the Mayor to execute any and all documents required for the project pre-application, application, and other required documents.
26. **2022-887** Acknowledge proposal received November 3, 2022 for Consultant services to create the 2023-2027 Consolidated Plan and 2023 Annual Action Plan for the City of Hattiesburg; Authorize re-advertisement for said proposals per attached memo.
27. **2022-875** Acknowledge receipt of closing documents for the Longleaf North Infrastructure Improvements project and authorize payment of final pay application, Final Acceptance of project, and release of deposit submitted in lieu of retainage.
28. **2022-877** Acknowledge receipt of Power of Attorney and receipt for a Certificate of Deposit in the amount of \$40,000.00 with Priority One Bank provided by Hemphill Construction Co., Inc. in lieu of retainage for the Water Plant #1 Rehabilitation Phase I project.
29. **2022-901** Adopt a Resolution authorizing submittal of FY 2022 “Consolidated Rail Infrastructure and Safety Improvements Program (CRISI) Grant Program Application to the Federal Railroad Administration.

ROUTINE AGENDA

1. **2022-858** Acknowledge receipt of proofs of Publications for Hub City Spokes for the month of November 2022.
2. **2022-871** Acknowledge receipt of FY 2022 Expenditure Report from the Hattiesburg Arts Council Municipal Programs.
3. **2022-872** Approve Plans and Specifications for the CIPP Sewer in Various Locations Phase II project and authorize advertisement for bids.

4. **2022-865** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

5. **2022-869** Approve claims docket for the period ending November 18,2022.

In Memoriam:

- Mr. John Selby Kean, III
- Mr. John Edward McClure
- Ms. Deborah Dale Patrick

Meeting Adjourn



MISSISSIPPI STATE DEPARTMENT OF HEALTH

TO: TOBY BARKER
0180008 - CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39403

FROM: William F. Moody, Director, P. E.
Bureau of Public Water Supply

RE: Non-Payment of Annual Water Quality Analysis Fee

DATE: November 17, 2022

On September 19, 2022, an invoice for the Annual Water Quality Analysis Fee (WQAF) was mailed to the water system. The WQAF was due by **November 3, 2022**. As of this date, our records show that we have not received your payment.

Mississippi state law (Section 41-26-23, Mississippi Code of 1972 Annotated) requires all public water systems to pay this fee within forty-five (45) days following receipt of invoice. This law also authorizes this agency to assess administrative penalties for non-payment of this Fee in the amount of two (2) times the Fee owed (Example: a \$200 administrative fee may be assessed for a Fee of \$100 for a total due of \$300).

The Bureau of Water Supply has set **November 30, 2022**, as final due date for the Water Quality Analysis Fee (**\$40,000.00**). Please be advised that if your WQAF is not received by **November 30, 2022** or if your return envelope is post marked after **November 30, 2022**, the water system will be referred to the Compliance and Enforcement Branch to take appropriate enforcement action to collect the Fee and any penalties that may be assessed. This payment date includes online credit card/debit card or e-Check Fee payments. Enclosed is another invoice for your FY 2023 WQAF. In order to avoid being assessed administrative penalties, please pay your Water Quality Analysis Fee before **November 30, 2022**.

If you have any questions regarding this invoice or if you believe you received this notice in error, please call Ms. Romelle Britton at (601) 576-7136.

WFM/rf

Enclosure



MISSISSIPPI STATE DEPARTMENT OF HEALTH

PAST DUE
ANNUAL WATER QUALITY ANALYSIS FEE INVOICE

November 17, 2022

TOBY BARKER
0180008 - CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39403

Invoice Number/PWS ID Number: 0180008		Due Date: November 30, 2022	
Descriptions			
Equivalent Number of Connections: 16,458		Population Served: 43,449	
Water Quality Analysis Fee Amount			➡ \$40,000.00
Assessed Penalty Amount			\$80,000.00
Total Fee and Penalty Amount Due If not Paid by November 30, 2022			<u>\$120,000.00</u>

PAYMENT OPTIONS

Option #1 – Credit/debit card or e-Check. Payment by e-Check, a charge of only \$3.25 will be added to the fee amount due. Payment by credit/debit card, a fee of \$3.00 plus a 2.2% processing charge will be added to the fee amount due. Go to: www.ms.gov/msdh/water_invoice/. Enter the water system's PWS ID# and follow the instructions and enter credit/debit or e-check information.

Option #2 - Check or Money Order. Make payable to the **Mississippi State Department of Health.**

Mail payment along with the bottom portion of this invoice mail to:

**Mississippi State Department of Health
Bureau of Public Water Supply
Attention: Water Quality
P. O. Box 1700
Jackson, MS 39215-1700**

If you have any questions concerning this invoice, call Ms. Romelle Britton at (601) 576-7136.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu
cc:
Date: Tuesday, November 22, 2022
Re: Approve the minutes for the November 7 & 8, 2022 meetings of the City Council.
File Number: 2022-891
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

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

Published Agenda



**Monday, November 7, 2022
4:00 PM**

**City Council
Monday Meeting Agenda**

**Council Chambers
200 Forrest Street**

**Call to Order
Public Hearing**

1. **2022-812** Hold Public Hearing to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
- Attachments:** PH 11 07 2022 Request to Set Public Hearing Memo
Case History # 1 - 107 Plantation Place Drive
Case History # 2 - 200 Chesterfield Road
Case History # 3 - 307 4th Avenue
Case History # 4 - 410 Weathersby Road

**Agenda Adjustments
Add Policy Item #29 at the request of the Administration as follows:**

1. **2022-857** Approve Right of Way Agreement with Norfolk Southern Railway Company for the Hall Avenue West Overpass Project and authorize the Mayor to execute in duplicate.

**Agenda Review
Citizens' Forum
Work Session
Meeting Recess**

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:00 p.m. Monday, November 7, 2022**, in Council Chambers at City Hall, pursuant to order adopted October 4, 2022, at Minute Book 2022 Pages 5-6, to determine if the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3 (in at 4:05 p.m.); Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Council President George called the meeting to order and explained the procedures.

Public Hearing

1. **2022-812** Hold Public Hearing to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
- Attachments:** PH 11 07 2022 Request to Set Public Hearing Memo
Case History # 1 - 107 Plantation Place Drive
Case History # 2 - 200 Chesterfield Road
Case History # 3 - 307 4th Avenue
Case History # 4 - 410 Weathersby Road

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

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

By unanimous consent, Council President George **closed the public hearing at 4:10 p.m. and proceeded with the Agenda Review.**

Mayor Barker welcomed the following members of the Mayor's Youth Council:

- Abby Thompson
- Erian Powell

Agenda Adjustments

The Clerk of Council read aloud the adjustments to the agenda.

Add Policy Item #29 at the request of the Administration as follows:

29. **2022-857** Approve Right of Way Agreement with Norfolk Southern Railway Company for the Hall Avenue West Overpass Project and authorize the Mayor to execute in duplicate.

Attachments: BR1113606 - Draft Const Agmt - Hattiesburg, MS - Construct Hall Ave (NO-86.29) and add a sidewalk to 6th Street (NO-86.26)

Agenda Review

Council President George proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

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

Council Vice President Ware closed the Citizen Forum.

Work Session

There were no Work Session items at this time.

Executive Session

A MOTION was made by Council Vice President Ware for the Council to enter closed session to determine the need to enter Executive Session at 4:30 p.m.

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

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to enter Executive Session to discuss personnel matters relating to job performance, character, professional competence, or physical or mental health of a person holding a specific position, in accordance with Mississippi Code Section 25 41 7 (a) at 4:32 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

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss personnel matters relating to job performance, character, professional competence, or physical or mental health of a person holding a specific position.

Those present for the Executive Session were Council members Jeffrey George, Deborah Delgado, Carter Carroll, Dave Ware and Nicholas Brown; and City Attorney, Randy Pope.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware exit Executive Session and re-open the meeting to the public at 4:44 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 President George stated to the public that there was no action taken during Executive Session.

Meeting Recess

Council President George declared the **meeting recessed at 4:46 p.m., this 7th day of November, 2022**, by unanimous consent, until the 8th day of November, 2022.

ATTEST:

Clerk of Council

APPROVE:

Council President

ATTEST AND CERTIFY:

City Clerk

APPROVE:

Mayor

Published Agenda



**Tuesday, November 8, 2022
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- | | | |
|-----|-----------------|--|
| 1. | 2022-826 | Approve the minutes for the October 17 & 18, 2022 meetings of the City Council. |
| 2. | 2022-813 | Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community. |
| 3. | 2022-818 | Adopt a Resolution establishing petty cash funds effective November 8, 2022 and approve issuance of a manual check to each custodian as of November 8, 2022. |
| 4. | 2022-828 | Adopt a Resolution declaring equipment surplus (per attached list) and authorize the disposal of said equipment and authorize removal from city inventory. |
| 5. | 2022-855 | Approve Interlocal Cooperation Agreement with Forrest County, Mississippi, to pledge certain incremental increases in real and personal property ad valorem tax revenue generated within the TIF District of the Midtown Montevista Project and authorize the Mayor to execute the same. |
| 6. | 2022-854 | Approve Lease Agreement with Forrest County, Mississippi for use of a certain portion of real property located at 300 Klondyke Street for a term beginning November 1, 2022 through June 30, 2025; and authorize the Mayor to execute the same. |
| 7. | 2022-833 | Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the 12th Avenue Infrastructure Improvements Project and authorize the Mayor to execute in duplicate. |
| 8. | 2022-850 | Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the CIPP Sewer in Various Locations Phase II project and authorize the Mayor to execute in duplicate. |
| 9. | 2022-834 | Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the South 40th Avenue Drainage Improvements Project and authorize the Mayor to execute in duplicate. |
| 10. | 2022-851 | Approve Professional Services Agreement with Neel-Schaffer, Inc. to provide engineering services related to the 16th Avenue and Concart Street Improvements project and authorize the Mayor to execute in duplicate. |
| 11. | 2022-847 | Approve a Contract with Neel-Schaffer, Inc. to provide construction engineering services related to the Hall Avenue West Overpass project (MDOT Project No. FBLD-8769-00(001)/108639-802000) and ratify the Mayor's signature on said contract. |
| 12. | 2022-839 | Approve Joint-Funding Agreement for the period of October 1, 2011 to September 30, 2023 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$7,210.00 and authorize the Mayor to execute in duplicate. |
| 13. | 2022-845 | Approve Memorandum of Agreement with the Mississippi Department of Transportation for the 4th Street Sidewalk Improvements Project Phase III (Thornhill Drive) Project No. HPP-8750-00(004)LPA/105845-802000 and authorize the Mayor to execute in duplicate. |
| 14. | 2022-837 | Approve Agreement with Mississippi Power for additional lighting on Mayfair Road for an increased monthly cost of \$45.58 and authorize the Mayor to execute the same. |
| 15. | 2022-841 | Approve Agreement with Mississippi Power for additional lighting near the 136 W. 8th Street Alley for a monthly cost of \$17.32 and authorize the Mayor to execute the same. |
| 16. | 2022-838 | Approve Agreement with Mississippi Power to provide additional lighting on Bay Street from Downtown to Hall Avenue at an additional monthly cost of \$54.30 and authorize the Mayor to execute the same. |
| 17. | 2022-846 | Approve the upgrade of certain street lights supported by Southern Pine Electric Co. and detailed in the attached document to LED lights for a monthly increase of \$419.10 and authorize the Mayor to execute the same. |

18. **2022-849** Approve Change Order with J. W. Chain Contractors, LLC for the Jaycee Park Field Improvements Project to add items and adjust quantities for a net increase to the contract of \$147,528.94 and authorize the Mayor to execute in duplicate.
19. **2022-852** Approve Supplemental Agreement No. 1 with Grady Crawford Construction Company, Inc. for the Midtown Overlay Infrastructure Improvements project for a net decrease in the contract of \$56,610.00; Authorize the mayor to execute in triplicate.
20. **2022-848** Accept offer of a loan in the amount of \$1,511,937.00 from the Drinking Water Systems Improvements Revolving Loan Fund and authorize the Mayor to execute the loan agreement and any other required documents in triplicate.
21. **2022-843** Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the East Jerusalem Water Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.
22. **2022-844** Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the Hall Avenue Sewer Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.
23. **2022-819** Approve Task Force Agreement between the Hattiesburg Police Department and the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") concerning the use and abuse of controlled substances and authorizing the Mayor or designee to execute the same.
24. **2022-815** Approve Agreement between the City of Hattiesburg and Downtown Hattiesburg Association, a designated Mississippi Main Street Association member, to provide and promote economic growth and development of downtown Hattiesburg in accordance with Mississippi Code §21-19-44 and authorize the Mayor to execute the same.
25. **2022-816** Approve Agreement between the City of Hattiesburg and Art Makes Art, Inc.,(Abigail Allen) to provide theater and art programs for the City of Hattiesburg in an amount not to exceed \$15,000.00, to include a special check and authorize the Mayor to execute the same.
26. **2022-829** Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.
27. **2022-821** 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.
28. **2022-817** Ratify and confirm the mayor's appointment of Charlie Johnson, (replaces Melvin Williams) to the Civil Service Commission for a term beginning November 8, 2022 and ending June 30, 2023.
29. **2022-857** Approve Right of Way Agreement with Norfolk Southern Railway Company for the Hall Avenue West Overpass Project and authorize the Mayor to execute in duplicate.

ROUTINE AGENDA

1. **2022-836** Ratification of the submitted grant application to the American in Bloom/CN Railway “EcoConnexions from the Ground Up” grant program, to fund tree and ornamental plantings along Hall Avenue, for a total project cost of \$58,311.25 (\$24,450 AIB/CN grant contribution and \$33,861.25 local match).
2. **2022-842** Acknowledge receipt of a fully executed and recorded deed for a portion of Forrest County Parcel No. 25251 acquired for the Hall Avenue West Overpass project.
3. **2022-824** Acknowledge receipt of the Privilege Tax License monthly report for September 2022.
4. **2022-825** Acknowledge receipt of the Privilege Tax License monthly report for October 2022.
5. **2022-823** Acknowledge Proof of Publications for Hub City Spokes for the month of October 2022.
6. **2022-832** Acknowledge receipt of the 2021-2022 Expenditure report for the South Mississippi Art Association.
7. **2022-831** Acknowledge Receipt of the Two Quote Docket.
8. **2022-822** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
9. **2022-835** Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.
10. **2022-840** Approve the city's purchase of one (1) grave space, located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4), section 27, Lot # 6, at Highland Cemetery, Minute Book 2004-4, Page# 130, in the amount of \$175.00 from Lola L. Keyes, Authorize manual check for the same.
11. **2022-830** Approve the sale of grave spaces, per attached: Memo's, Receipts, and Deeds.
12. **2022-820** Approve claims docket for the period ending October 31, 2022.

In Memoriam:

- Mrs. Debbie Barlow
- Mr. Thomas Frederick Wicker
- Mr. Antonio “Tony” Jackson

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, November 8, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on November 7, 2022.

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

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Wiley Quinn.

The Pledge of Allegiance was led by Kermas Eaton.

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. 2022-826** Approve the minutes for the October 17 & 18, 2022 meetings of the City Council.

Attachments: 10-17-2022 AR, XS Mins
10-18-2022 Mins

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the minutes for the October 17 & 18, 2022 meetings of the City Council.

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

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

Nays: 0

2. **2022-813** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: PH 11 08 2022 Adopt Resolution to Condemn Memo
Case # 1 - 107 Plantation Place Drive
Case # 2 - 200 Chesterfield Road

Case # 3 - 307 4th Avenue
Case # 4 - 410 Weathersby Road

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt Resolutions (#2022-136-139) condemning the following properties as unclean and a menace to the health and safety of the community.

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

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

Nays: 0

3. **2022-818** Adopt a Resolution establishing petty cash funds effective November 8, 2022 and approve issuance of a manual check to each custodian as of November 8, 2022.

Attachments: Petty Cash Resolution 2021

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2022-140) establishing petty cash funds effective November 8, 2022 and approve issuance of a manual check to each custodian as of November 8, 2022.

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

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

Nays: 0

4. **2022-828** Adopt a Resolution declaring equipment surplus (per attached list) and authorize the disposal of said equipment and authorize removal from city inventory.

Attachments: Resol.surplus equipment
 FYE 093022 INVENTORY DELETIONS

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Adopt a Resolution (#2022-141) declaring equipment surplus (per attached list) and authorize the disposal of said equipment and authorize removal from city inventory.

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

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

Nays: 0

5. **2022-855** Approve Interlocal Cooperation Agreement with Forrest County, Mississippi, to pledge certain incremental increases in real and personal property ad valorem tax revenue generated within the TIF District of the Midtown Montevista Project and authorize the Mayor to execute the same.

Attachments: Hattiesburg - Midtown Montevista - Interlocal Agreement
 Interlocal Cooperation Agreement with Forrest County - ad valorem taxes for TIF
 District of the Midtown Montevista Project

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Interlocal Cooperation Agreement with Forrest County, Mississippi, to pledge certain incremental increases in real and personal property ad valorem tax revenue generated within the TIF District of the Midtown Montevista Project and authorize the Mayor to execute the same.

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

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

Nays: 0

6. **2022-854** Approve Lease Agreement with Forrest County, Mississippi for use of a certain portion of real property located at 300 Klondyke Street for a term beginning November 1, 2022 through June 30, 2025; and authorize the Mayor to execute the same.

Attachments: klondyke lease FINAL
Lease Agreement with Forrest County for use of portion of property at 300 Klondyke Street for FC Health Dept

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Lease Agreement with Forrest County, Mississippi for use of a certain portion of real property located at 300 Klondyke Street for a term beginning November 1, 2022 through June 30, 2025; and authorize the Mayor to execute the same.

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

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

Nays: 0

7. **2022-833** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the 12th Avenue Infrastructure Improvements Project and authorize the Mayor to execute in duplicate.

Attachments: 12236 Standard Form Agreement between Owner and Engineer (1)

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the 12th Avenue Infrastructure Improvements Project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

8. **2022-850** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the CIPP Sewer in Various Locations Phase II project and authorize the Mayor to execute in duplicate.

Attachments: 12242 Standard Form Agreement between Owner and Engineer

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the CIPP Sewer in Various Locations Phase II project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

9. **2022-834** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the South 40th Avenue Drainage Improvements Project and authorize the Mayor to execute in duplicate.

Attachments: 12224 Standard Form Agreement between Owner and Engineer

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the South 40th Avenue Drainage Improvements Project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 10. 2022-851** Approve Professional Services Agreement with Neel-Schaffer, Inc. to provide engineering services related to the 16th Avenue and Concart Street Improvements project and authorize the Mayor to execute in duplicate.

Attachments: 10-19-22 16th Ave & Concart Project

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Approve Professional Services Agreement with Neel-Schaffer, Inc. to provide engineering services related to the 16th Avenue and Concart Street Improvements project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 11. 2022-847** Approve a Contract with Neel-Schaffer, Inc. to provide construction engineering services related to the Hall Avenue West Overpass project (MDOT Project No. FBLD-8769-00(001)/108639-802000) and ratify the Mayor's signature on said contract.

Attachments: Hall Ave West Overpass CE&I Contract Cover Ltr
Hall Ave West Overpass CE&I contract

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Approve a Contract with Neel-Schaffer, Inc. to provide construction engineering services related to the Hall Avenue West Overpass project (MDOT Project No. FBLD-8769-00(001)/108639-802000) and ratify the Mayor's signature on said contract.

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

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

Nays: 0

- 12. 2022-839** Approve Joint-Funding Agreement for the period of October 1, 2011 to September 30, 2023 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$7,210.00 and authorize the Mayor to execute in duplicate.

Attachments: USGS Flood Monitoring

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Joint-Funding Agreement for the period of October 1, 2011 to September 30, 2023 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$7,210.00 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, Carroll, Ware and Brown

Nays: 0

- 13. 2022-845** Approve Memorandum of Agreement with the Mississippi Department of Transportation for the 4th Street Sidewalk Improvements Project Phase III (Thornhill Drive) Project No. HPP-8750-00(004)LPA/105845-802000 and authorize the Mayor to execute in duplicate.

Attachments: MOA - 4th Street at Thornhill Dr
Memorandum of Agreement with MDOT for 4th Street Sidewalk Improvements
Project Phase III Thornhill Drive

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Approve Memorandum of Agreement with the Mississippi Department of Transportation for the 4th Street Sidewalk Improvements Project Phase III (Thornhill Drive) Project No. HPP-8750-00(004)LPA/105845-802000 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, Carroll, Ware and Brown

Nays: 0

- 14. 2022-837** Approve Agreement with Mississippi Power for additional lighting on Mayfair Road for an increased monthly cost of \$45.58 and authorize the Mayor to execute the same.

Attachments: MS Power-Mayfair Rd

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Agreement with Mississippi Power for additional lighting on Mayfair Road for an increased monthly cost of \$45.58 and authorize the Mayor to execute the same.

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

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

Nays: 0

- 15. 2022-841** Approve Agreement with Mississippi Power for additional lighting near the 136 W. 8th Street Alley for a monthly cost of \$17.32 and authorize the Mayor to execute the same.

Attachments: MS Power-136 W. 8th St Alley

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Approve Agreement with Mississippi Power for additional lighting near the 136 W. 8th Street Alley for a monthly cost of \$17.32 and authorize the Mayor to execute the same.

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

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

Nays: 0

- 16. 2022-838** Approve Agreement with Mississippi Power to provide additional lighting on Bay Street from Downtown to Hall Avenue at an additional monthly cost of \$54.30 and authorize the Mayor to execute the same.

Attachments: MS Power-Bay St Downtown to Hall Ave

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Agreement with Mississippi Power to provide additional lighting on Bay Street from Downtown to Hall Avenue at an additional monthly cost of \$54.30 and authorize the Mayor to execute the same.

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

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

Nays: 0

- 17. 2022-846** Approve the upgrade of certain street lights supported by Southern Pine Electric Co. and detailed in the attached document to LED lights for a monthly increase of \$419.10 and authorize the Mayor to execute the same.

Attachments: City of Hattiesburg Steet lights
Street Light upgrade with Southern Pine Electric Company

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the upgrade of certain street lights supported by Southern Pine Electric Co. and detailed in the attached document to LED lights for a monthly increase of \$419.10 and authorize the Mayor to execute the same.

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

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

Nays: 0

- 18. 2022-849** Approve Change Order with J. W. Chain Contractors, LLC for the Jaycee Park Field Improvements Project to add items and adjust quantities for a net increase to the contract of \$147,528.94 and authorize the Mayor to execute in duplicate.

Attachments: B76DF941-FF29-4879-8CDB-455EFBD95ACE.JC PARK COR #1 STORM DRAIN

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Change Order with J. W. Chain Contractors, LLC for the Jaycee Park Field Improvements Project to add items and adjust quantities for a net increase to the contract of \$147,528.94 and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 19. 2022-852** Approve Supplemental Agreement No. 1 with Grady Crawford Construction Company, Inc. for the Midtown Overlay Infrastructure Improvements project for a net decrease in the contract of \$56,610.00; Authorize the mayor to execute in triplicate.

Attachments: Supplemental Agreement No. 1

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Supplemental Agreement No. 1 with Grady Crawford Construction Company, Inc. for the Midtown Overlay Infrastructure Improvements project for a net decrease in the contract of \$56,610.00; Authorize the mayor to execute in triplicate.

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

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

Nays: 0

- 20. 2022-848** Accept offer of a loan in the amount of \$1,511,937.00 from the Drinking Water Systems Improvements Revolving Loan Fund and authorize the Mayor to execute the loan agreement and any other required documents in triplicate.

Attachments: Cover Letter - Loan Agreement

Loan Agreement
Drinking Water Systems Improvements Revolving Loan Fund loan offer

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Accept offer of a loan in the amount of \$1,511,937.00 from the Drinking Water Systems Improvements Revolving Loan Fund and authorize the Mayor to execute the loan agreement and any other required documents in triplicate.

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

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

Nays: 0

- 21. 2022-843** Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the East Jerusalem Water Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.

Attachments: East Jerusalem Water Closing Documents

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the East Jerusalem Water Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.

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

- 22. 2022-844** Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the Hall Avenue Sewer Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.

Attachments: Hall Ave Sewer Closeout documents

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Acknowledge receipt of Final Pay Estimate, Supplemental Agreement No. 1, and Closing Documents for the Hall Avenue Sewer Improvements project and authorize payment of the Final Pay Estimate, Approve Supplemental Agreement No. 1 which adjusts line items and quantities to actual quantities, Authorize the Mayor to execute Supplemental Agreement No. 1, and Authorize final acceptance of the project.

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

- 23. 2022-819** Approve Task Force Agreement between the Hattiesburg Police Department and the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") concerning the use and abuse of controlled substances and authorizing the Mayor or designee to execute the same.

Attachments: Amended HIDTA state and local Task Force Agreement 2022

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Task Force Agreement between the Hattiesburg Police Department and the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") concerning the use and abuse of controlled substances and authorizing the Mayor or designee to execute the same.

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

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

Nays: 0

- 24. 2022-815** Approve Agreement between the City of Hattiesburg and Downtown Hattiesburg Association, a designated Mississippi Main Street Association member, to provide and promote economic growth and development of downtown Hattiesburg in accordance with Mississippi Code §21-19-44 and authorize the Mayor to execute the same.

Attachments: 2023 Downtown Hattiesburg Association Agreement
 2023 Downtown Hattiesburg Association Partnered Events List

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Agreement between the City of Hattiesburg and Downtown Hattiesburg Association, a designated Mississippi Main Street Association member, to provide and promote economic growth and development of downtown Hattiesburg in accordance with Mississippi Code §21-19-44 and authorize the Mayor to execute the same.

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

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

Nays: 0

- 25. 2022-816** Approve Agreement between the City of Hattiesburg and Art Makes Art, Inc.,(Abigail Allen) to provide theater and art programs for the City of Hattiesburg in an amount not to exceed \$15,000.00, to include a special check and authorize the Mayor to execute the same.

Attachments: 2023 Theater and Arts Program-Abigail Allen

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Agreement between the City of Hattiesburg and Art Makes Art, Inc.,(Abigail Allen) to provide theater and art programs for the City of Hattiesburg in an amount not to exceed \$15,000.00, to include a special check and authorize the Mayor to execute the same.

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

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

Nays: 0

- 26. 2022-829** Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.

Attachments: 106 Lynnox Circle - Grant Agreements
 1112 McInnis Ave. - Grant Agreements
 326 Gasaway Loop - Grant agreements
 214 E 4th - Grant agreements
 Contractor (Starter Homes of Mississippi) and Owner Agreements - Emergency
 Repair Roof Initiative Program

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed

\$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.

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

27.
- 2022-821
- 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.

Attachments: 11 08 2022 Release of Lien Memo
1. 508 S 19th Ave Release
2. 1215 Dewey St Release
3. 707 E 9th St Release
4. 19 Collins St Release

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

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

28.
- 2022-817
- Ratify and confirm the mayor's appointment of Charlie Johnson, (replaces Melvin Williams) to the Civil Service Commission for a term beginning November 8, 2022 and ending June 30, 2023.

Attachments: Charlie Johnson Resume
data sheet.civil service

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Ratify and confirm the mayor's appointment of Charlie Johnson, (replaces Melvin Williams) to the Civil Service Commission for a term beginning November 8, 2022 and ending June 30, 2023.

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

29.
- 2022-857
- Approve Right of Way Agreement with Norfolk Southern Railway Company for the Hall Avenue West Overpass Project and authorize the Mayor to execute in duplicate.

Attachments: BR1113606 - Draft Const Agmt - Hattiesburg, MS - Construct Hall Ave (NO-86.29)
and add a sidewalk to 6th Street (NO-86.26)
Right of Way Agreement with Norfolk Southern Railway Company for the Hall
Avenue West Overpass Project

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Right of Way Agreement with Norfolk Southern Railway Company for the Hall Avenue West Overpass 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: 3- George, Carroll and Ware

Nays: 2- Delgado and Brown

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member Carroll and seconded by Council Vice President 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, Carroll, Ware and Brown

Nays: 0

- 1. 2022-836** Ratification of the submitted grant application to the American in Bloom/CN Railway “EcoConnexions from the Ground Up” grant program, to fund tree and ornamental plantings along Hall Avenue, for a total project cost of \$58,311.25 (\$24,450 AIB/CN grant contribution and \$33,861.25 local match).

Attachments: Aerial Image and 3D Rendering
 CN/AIB Grant Proposal Submission
 AIB Grant Budget
- 2. 2022-842** Acknowledge receipt of a fully executed and recorded deed for a portion of Forrest County Parcel No. 25251 acquired for the Hall Avenue West Overpass project.

Attachments: Deed PPIN 25251
- 3. 2022-824** Acknowledge receipt of the Privilege Tax License monthly report for September 2022.

Attachments: Privilege Tax License Mthly report September 2022
- 4. 2022-825** Acknowledge receipt of the Privilege Tax License monthly report for October 2022.

Attachments: Privilege Tax License Mthly Report Oct 2022
- 5. 2022-823** Acknowledge Proof of Publications for Hub City Spokes for the month of October 2022.

Attachments: Hub City Spokes for October 2022 Inv100863
 Hub City Spokes for October Inv100879
- 6. 2022-832** Acknowledge receipt of the 2021-2022 Expenditure report for the South Mississippi Art Association.

Attachments: SMAA 21-22 ER
- 7. 2022-831** Acknowledge Receipt of the Two Quote Docket.

Attachments: 11-08-UAB Docket
- 8. 2022-822** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}

Attachments: Starter Homes of MS_ 605 Phoenix Circle_ 11082022
 Starter Homes of MS_ 1308 Country Club Rd_ 11082022
 Starter Homes of MS_ 1310 Country Club Rd_ 11082022
 Manual Check Memo 11082022
 Starter Homes of MS_ 104 Lynnox Cir_ 11082022
 Starter Homes of MS_ 1218 Deason Av_ 11082022
- 9. 2022-835** Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.

Attachments: 12230_Plans_Street Ready Set_ signed_ 2022-10-28
 12230_Specs_Street Ready Set_ 2022-10-28
 Advertisement for Bids
- 10. 2022-840** Approve the city's purchase of one (1) grave space, located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4), section 27, Lot # 6, at Highland Cemetery, Minute Book 2004-4, Page# 130, in the amount of \$175.00 from Lola L. Keyes, Authorize manual check for the same.

Attachments: Buy Back (Lola L. Keyes) 11-08-2022

11. **2022-830** Approve the sale of grave spaces, per attached: Memo's, Receipts, and Deeds.

Attachments: Memo's (11-08-2022)
 Receipts (11-08-2022)
 Deeds (11-08-2022)

12. **2022-820** Approve claims docket for the period ending October 31, 2022.

Attachments: DOCKET 22.10.31 (2)
 DT 22.10.31 (3)

In Memoriam:

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

- Mrs. Debbie Barlow
- Mr. Thomas Frederick Wicker
- Mr. Antonio “Tony” Jackson
- Mr. William Ray Guy
- Mr. Ricardo Hollingsworth
- Ms. Sherry Strickland
- Corporal Michael Tarrio

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:20 p.m., this 8th day of November, 2022,**
by unanimous consent, until the 21st day of November, 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:

cc:

Date: Tuesday, November 22, 2022

Re: Adopt an Ordinance approving, enacting and establishing a New Code of Ordinances for the City of Hattiesburg, Mississippi; Providing for the repeal of certain ordinances as expressly provided; providing for the manner of amending such code of ordinance; and repealing Ordinance number 2331, and all other Ordinances in conflict.
File Number: 2022-889
Minute Book #

Summary

Recommendation Statement

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

ORDINANCE NO. _____

ORDINANCE APPROVING, ENACTING AND ESTABLISHING A NEW CODE OF ORDINANCES OF THE CITY OF HATTIESBURG, MISSISSIPPI; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES AS EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; AND REPEALING ORDINANCE NUMBER 2331, AND ALL OTHER ORDINANCES IN CONFLICT.

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

Section 1 That this ordinance, consisting of Chapters 1 through 54, each inclusive, is hereby adopted and enacted as the "Code of Ordinances of the City of Hattiesburg," and shall be treated and considered as a new and original comprehensive ordinance which shall supersede all other general and permanent ordinances, except such as by reference thereto are expressly saved from repeal or continued in force and effect for any purpose.

Section 2 That all provisions of such Code shall be in full force and effect on and after the 22nd day of November 2022, and all ordinances of a general and permanent nature of the City of Hattiesburg not in such Code or recognized and continued in force by reference therein are hereby repealed from and after the effective date of this ordinance.

Section 3 That the repeal provided for in Section 2 hereof shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance; nor shall such repeal affect any ordinance or resolution of the City promising or guaranteeing the payment of money by or to the City, or authorizing the issuance of any bonds of the City, or any evidence of the City's indebtedness, or any contract or obligation assumed or incurred by the City; nor shall such repeal affect the administrative ordinances or resolutions not in conflict or inconsistent with the provisions of this Code; nor shall such repeal affect any right or franchise granted by any ordinance or resolution to any person, firm or corporation; nor shall such repeal affect any ordinance dedicating, naming, establishing, locating, relocating, opening, paving, widening, vacating, etc., any street or public way in the City; nor shall such repeal affect any ordinance making appropriations; nor shall such repeal affect any ordinance levying or imposing taxes; nor shall such repeal affect any ordinance providing for local improvements and making assessments therefor; nor shall such repeal affect the zoning ordinances, amendments and variances; nor shall such repeal affect any salary ordinance or resolution; nor shall such repeal affect any ordinance establishing, extending or otherwise affecting the boundaries of the City; nor shall such repeal affect any ordinance relating to employee classifications of the City or creating, abolishing, fixing the duties for or establishing the compensation for any position in the employment of the City, nor inconsistent with this Code.

Section 4 That a copy of such Code shall be kept on file in the office of the City Clerk, preserved in looseleaf form, or in such other form as the City Clerk may consider most

expedient. It shall be the express duty of the City Clerk, or someone authorized by him to insert in their designated places all amendments or ordinances which indicate the intention of the City to make the same a part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which may be from time to time repealed. This copy of such Code shall be available to all persons desiring to examine the same and shall be considered the official Code of Ordinances of the City.

Section 5 That in case of the amendment of any section of such Code for which a penalty is not provided, the general penalty, as provided in Section 1-9 of this Code, shall apply to the section as amended; or in case such amendment contains provisions for which a penalty, other than the aforementioned general penalty, is provided in another section of such Code, the penalty so provided in such other section shall be held to relate to the section so amended, unless such penalty is specifically repealed therein.

Section 6 That it shall be unlawful for any person, firm or corporation to change or alter by additions or deletions, any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Hattiesburg to be misrepresented thereby. Any person, firm or corporation violating this section shall be punished as provided in Section 1-9 of the Code of Ordinances of the City of Hattiesburg.

Section 7 That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8 That this ordinance shall be in force and take effect the 22nd day of November 2022.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member_____, seconded by Council Member_____, and was adopted by the following, to wit;

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Ordinance adopted this the 22, day of November 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

ATTEST

APPROVED

CITY CLERK

MAYOR

OFFICIALS
of the
CITY OF
HATTIESBURG, MISSISSIPPI
AT THE TIME OF THIS RECODIFICATION

Toby Barker
Mayor

Jeffrey George (Ward 1)
Deborah Delegado (Ward 2)
Carter Carroll (Ward 3)
Mary Dryden (Ward 4) (through June 30, 2021)
Dave Ware (Ward 4) (beginning July 1, 2021)
Nicholas Brown (Ward 5)
City Council

Ann Jones
Chief Administrative Officer

Randy Pope
City Attorney

Kermas Eaton
City Clerk

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g. Any and all other information deemed necessary for particular requests.
(Code 1989, § 2-15; Ord. No. 2349, §§ 1, 2, 6-5-1990; Ord. No. 3221, § 1, 12-5-2017)

State law reference—Mississippi Public Records Act of 1983, MCA 1972, § 25-61-1 et seq.

Sec. 2-3. Fees.

Permit, inspection, plan review, contractor licensing, public hearing and planning fees shall be as now or hereafter established by the city.

(Ord. No. 2977, § 1, 1-22-2008; Ord. No. 3025, §§ 1—3, 11-18-2008)

Sec. 2-4. Bus rates.

The rates for persons utilizing buses in the city mass transit system shall be as now or hereafter established by the city.

(Ord. No. 2464, § 13, 10-19-1993; Ord. No. 2526, § 1(2-75), 6-6-1995)

Secs. 2-5—2-26. Reserved.

ARTICLE II. MAYOR AND COUNCIL*

DIVISION 1. GENERALLY

Sec. 2-27. Mayor-council form of government.

Pursuant to Judgement dated 12-3-1984, of the U.S. District Court for the Southern District of Mississippi, in suit styled Boykins, et al, versus City of Hattiesburg, et al, civil action number H77-0062(c) in said court, and approval having been obtained from the U.S. Department of Justice, effective July 1, 1985, the city will operate under and be governed by the mayor-council form of government as authorized by MCA 1972, title 21, ch. 8 (MCA 1972, § 21-8-1 et seq.), as amended.

(Code 1989, § 2-1; Ord. No. 2169, § 1, 12-11-1984)

Sec. 2-28. Wards established.

The wards from which the council shall be elected shall be known as Ward 1, Ward 2, Ward 3, Ward 4 and Ward 5.

Ward 1:

Beginning at the intersection of the west right-of-way line of Interstate Highway 59 and the south line of Section 36, Township 5 North, Range 14 West, said point lying on the current city limits of the City of Hattiesburg, Mississippi; thence run west along the current city limits of the City of Hattiesburg following its meandering in a clockwise direction to its intersection with the centerline of Interstate Highway 59; thence run Southwesterly along the centerline of said Interstate Highway 59 to its intersection with the centerline of United States Highway 49; thence run southeasterly along the centerline of said United States Highway 49 for approximately 1,700 feet to its intersection with the

***State law reference**—Mayor-council form of government, MCA 1972, § 21-8-1 et seq.

center thread of Mixon's Creek; thence run westerly along the center thread of said Mixon's Creek to a point lying 1,200 feet east of the west line of Section 31, Township 5 North, Range 13 West; thence run south to the centerline of Campbell Drive; thence run easterly along the centerline of said Campbell Drive to its intersection with the centerline of the Highway 49 west frontage road, known as Northwood Drive; thence run southeasterly along the centerline of said Northwood Drive to its intersection with the centerline of Sims Road; thence run southwesterly along the centerline of said Sims Road to its intersection with the centerline of North 28th Avenue; thence run southerly along the centerline of said North 28th Avenue to its intersection with the centerline of West 7th Street; thence run easterly along the centerline of said West 7th Street to a point lying due north of the intersection of Eagle Walk and West 4th Street; thence run south to and along Eagle Walk to its intersection with the centerline of College Drive; thence run westerly along the centerline of said College Drive to its intersection with the centerline of Smalling Drive; thence run southerly and easterly along the centerline of said Smalling Drive to its intersection with the centerline of Eagle Walk; thence run southerly along the centerline of said Eagle Walk to its intersection with the centerline of Southern Miss Drive; thence run southeasterly along the centerline of said southern Miss Drive to its intersection with the centerline of Northwood Drive; thence run south to the centerline of Hardy Street; thence run west along the centerline of Hardy Street to its intersection with the centerline of 40th Avenue; thence run north along the centerline of 40th Avenue and a northerly extension thereof to its intersection with the north line of Section 12, Township 4 North, Range 14 West; thence run westerly along the north line of said Section 12 to its intersection with the west right-of-way of Interstate Highway 59 and the western corporate limits of the City of Hattiesburg; thence north along the west right-of-way of Interstate Highway 59 to its intersection with the south line of Section 36, Township 5 North, Range 14 West, said point being the point of beginning.

Ward 2:

Beginning at the intersection of the centerlines of Interstate Highway 59 and United States Highway 49; thence run southeasterly along the centerline of said United States Highway 49 for approximately 1,700 feet to its intersection with the center thread of Mixon's Creek; thence run westerly along the center thread of said Mixon's Creek to a point lying 1,200 feet east of the west line of Section 31, Township 5 North, Range 13 West; thence run south to the centerline of Campbell Drive; thence run easterly along the centerline of said Campbell Drive to its intersection with the centerline of the Highway 49 West frontage road, known as Northwood Drive; thence run southeasterly along the centerline of said Northwood Drive to its intersection with the centerline of Sims Road; thence run southwesterly along the centerline of said Sims Road to its intersection with the centerline of North 28th Avenue; thence run southerly along the centerline of said North 28th Avenue to its intersection with the centerline of West 7th Street; thence run easterly along the centerline of said West 7th Street to its intersection with the centerline of Meadow Lane Drive; thence run south along the centerline of Meadow Lane Drive to its intersection with the centerline of West 4th Street; thence run east along the centerline of West 4th Street to its intersection with the centerline of Presley Drive; thence run north along the centerline of Presley Drive to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run east along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run south along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run east along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run south along the centerline of Broad Street to its intersection with the centerline

of Gordon's Creek; thence run in an easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run northerly along the centerline of Jackson Street to its intersection with the south line of Section 3, Township 4 North, Range 13 West; thence run north along the centerline of Jackson Street approximately 180 feet to the centerline of a former railroad now known as the Longleaf Trace; thence run east approximately 355 feet to the centerline of a railroad known as the NO. & N.E. Railroad; thence run southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run south along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run east along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad known as the G. & S.I. Railroad; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of East Pine Street; thence run southwesterly along the centerline of East Pine Street to its intersection with the centerline of Mobile Street; thence run southeasterly along the centerline of Mobile Street to its intersection with the centerline of Buschman Street; thence run northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run south along the centerline of Williams Street to its intersection with the centerline of James Street; thence run northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; hence run west along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street; thence run south along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run west along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run south along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run east along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run south along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run east along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run south along the centerline of Penton Street to its intersection with the centerline of County Drive; thence run east along the centerline of County Drive to its intersection with centerline of Edwards Street and the south line of Section 15, Township 4 North, Range 13 West; thence run east along the south line of said Section 15 to the southeast corner of said Section 15; thence run east along the south line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to a point; thence run north to a point in the centerline of Burkett's Creek; thence run in a northeasterly direction along the meandering of the centerline of Burkett's Creek to its intersection with the east line of the west ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the western margin of the City of Hattiesburg sewage treatment lagoons; thence run south following along the east line of the west ½ of Section 14 and continuing along the east line of the west ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet south of the south line of said Section 14, said point being the approximate south margin of the City of Hattiesburg sewage treatment lagoons; thence run east to the Western bank of the Leaf River, said point being on the current city limits of the City of Hattiesburg; thence run in a northwesterly direction along the current city limits following its meandering in a counterclockwise

direction to its intersection with the centerline of Interstate Highway 59; thence run southwesterly along the centerline of said Interstate Highway 59 to its intersection with the centerline of United States Highway 49, said point being the point of beginning.

Ward 3:

Beginning at the intersection of the west right-of-way line of Interstate Highway 59 and the north line of Section 12, Township 4 North, Range 14 West, said point lying on the current city limits of the City of Hattiesburg, Mississippi; thence run west along the current city limits of the City of Hattiesburg following its meandering in a counterclockwise direction to its intersection with the centerline of Richburg Road; thence run easterly along the centerline of said Richburg Road to its intersection with the east line of Section 19, Township 4 North, Range 13 West; thence run north along the east line of said Section 19 and continuing north along the east line of Sections 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run west along the centerline of Hardy Street to its intersection with the centerline of 40th Avenue; thence run north along the centerline of 40th Avenue and a northerly extension thereof to its intersection with the north line of Section 12, Township 4 North, Range 14 West; thence run westerly along the north line of said Section 12 its intersection with the west right-of-way of Interstate Highway 59, said right-of-way also being the western limit of the City of Hattiesburg and the point of beginning.

Ward 4:

Beginning at the intersection of the centerlines of United States Highway 49 and West 7th Street; thence run easterly along the centerline of said West 7th Street to its intersection with the centerline of Meadow Lane Drive; thence run south along the centerline of Meadow Lane Drive to its intersection with the centerline of West 4th Street; thence run east along the centerline of West 4th Street to its intersection with the centerline of Presley Drive; thence run north along the centerline of Presley Drive to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run east along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run south along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run east along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run south along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West; thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a former railroad now known as the Longleaf Trace; thence run east approximately 355 feet to the centerline of a railroad known as the NO. & N.E. Railroad; thence run southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run south along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run east along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad known as the G. & S.I.

Railroad; thence run southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of East Pine Street; thence run southwesterly along the centerline of East Pine Street to its intersection with the centerline of Mobile Street; thence run southeasterly along the centerline of Mobile Street to its intersection with the centerline of Buschman Street; thence run northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run south along the centerline of Williams Street to its intersection with the centerline of James Street; thence run northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run west along the centerline of Hall Avenue to its intersection with the centerline of 6th Avenue; thence run northwest along the centerline of 6th Avenue to its intersection with the centerline of West Pine Street; thence run southwesterly along the centerline of West Pine Street to its intersection with the centerline of United States Highway 49; thence run northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Broadway Drive or Highway 11; thence run southwesterly along the centerline of Broadway Drive to its intersection with the centerline of Lincoln Road; thence run west along the centerline of Lincoln Road to its intersection with the east line of Section 18, Township 4 North, Range 13 West; thence run north along the East line of Sections 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run east along the centerline of Hardy Street to a point lying south of the intersection of the centerlines of Southern Miss Drive and Northwood Drive; thence run north to said intersection of the centerlines of Southern Miss Drive and Northwood Drive; thence run northwesterly along the centerline of said Southern Miss Drive to its intersection with the centerline of Eagle Walk; thence run northerly along the centerline of said Eagle Walk to its intersection with the centerline of Smalling Drive; thence run westerly and northerly along the centerline of said Smalling Drive to its intersection with the centerline of College Drive; thence run easterly along the centerline of said College Drive to its intersection with the centerline of Eagle Walk; thence run north along Eagle Walk and a north extension thereof to its intersection with the centerline of West 7th Street; thence run easterly along the centerline of said West 7th Street to its intersection with the centerline of United States Highway 49, said point being the point of beginning.

Ward 5:

Beginning at the point of intersection of the current city limits of the City of Hattiesburg and the centerline of Richburg Road; thence run easterly along the centerline of said Richburg Road to its intersection with the east line of Section 19, Township 4 North, Range 13 West; thence run north along the east line of said Section 19 and continuing north along the east line of Section 18, Township 4 North, Range 13 West to its intersection with the centerline of Lincoln Road; thence run east along the centerline of Lincoln Road to its intersection with the centerline of Broadway Drive or Highway 11; thence run northeasterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49; thence run southeasterly along the centerline of United States Highway 49 to its intersection with the centerline of West Pine Street; thence run northeasterly along the centerline of West Pine Street to its intersection with the centerline of 6th Avenue; thence run southeast along the centerline of 6th Avenue to its intersection with the centerline of Hall Avenue; thence run east along the centerline of Hall Avenue to the intersection with the centerline of Dabbs Street; thence run south along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run west

along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run south along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run east along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run south along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run east along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run south along the centerline of Penton Street to its intersection with the centerline of County Drive; thence run east along the centerline of County Drive to its intersection with centerline of Edwards Street and the south line of Section 15, Township 4 North, Range 13 West; thence run east along the South line of said Section 15 to the southeast corner of said Section 15; thence run east along the South line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to a point; thence run north to a point in the centerline of Burkett's Creek; thence run in a northeasterly direction along the meandering of the centerline of Burkett's creek to its intersection with the east line of the west ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the western margin of the City of Hattiesburg sewage treatment lagoons; thence run south following along the east line of the west ½ of Section 14 and continuing along the east line of the west ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet south of the south line of said Section 14, said point being the approximate south margin of the City of Hattiesburg sewage treatment lagoons; thence run east to the western bank of the Leaf River, said point being on the current city limits of the City of Hattiesburg; thence run south along the current city limits of the City of Hattiesburg following its meandering in a clockwise direction to its intersection with the centerline of Richburg Road, said point being the point of beginning.

(Code 1989, § 2-5; Ord. No. 2169, § 4, 12-11-1984; Ord. No. 2427, § 1, 9-5-1992; Ord. No. 2435, § 1, 11-17-1992; Ord. No. 2791, § 1, 7-2-2002; Ord. No. 2845, § 1, 6-8-2004; Ord. No. 2996, § 1, 6-17-2008; Ord. No. 3031, § 1, 2-17-2009; Ord. No. 3088, § 1, 7-2-2012; Ord. No. 3308, § 2, 2-8-2022)

State law reference—Wards, MCA 1972, § 21-8-7.

Secs. 2-29—2-59. Reserved.

DIVISION 2. MEETINGS

Subdivision I. In General

Sec. 2-60. Meetings of city council.

(a) All meetings of the council shall be held in the city council chambers of city hall, provided that the council may adjourn any meeting to such other place as it may deem necessary, desirable or convenient for the meeting, and upon such change notice of the place the meeting is being held shall be affixed to the door of the council chambers. All actions of the city council requiring a vote shall be recorded in the minutes as to the councilmembers introducing and seconding the motion and as to the vote of each individual councilmember. Unless otherwise specified, the city council shall be governed in all matters of procedure by the latest edition of Robert's Rules of Order, Newly Revised. The presiding officer may move, second, debate and vote from the chair, subject only to such limitations as are imposed on all members, and shall not be deprived of any of the rights and privileges of a councilmember by reason of his/her acting as the presiding officer. If necessary, councilmembers may participate in discussion and

vote on agenda items via teleconference or videoconference during all public meetings of the council; when this occurs, a roll-call vote is required. Teleconference participation is not permitted during executive sessions of the council. Regular meetings of the council shall be held at 5:00 p.m. on the first Tuesday after the first Monday of each month. The council may, by resolution adopted not less than one week prior thereto, change its regular time of meeting. If the day fixed for any regular meeting of the council falls on a day that has been designated by law as legal holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. If the day fixed for any regular meeting of the council falls on a day following a Monday holiday, such meeting shall begin at 4:00 p.m. If the day fixed for any regular meeting of the council falls on a day that has been designated by law as municipal election day, such meeting shall be held at 10:00 a.m. The regular meeting will be adjourned following the conclusion of the final recessed meeting of the month.

(b) The regular meetings of the council shall be recessed until 5:00 p.m. on the Tuesday two weeks hence in the council room of city hall. If the day fixed for any regular meeting of the council falls on a day that has been designated by law as legal holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. If the day fixed for any regular meeting of the council falls on a day following a Monday holiday, such meeting shall begin at 4:00 p.m. If the day fixed for any regular meeting of the council falls on a day that has been designated by law as municipal election day, such meeting shall be held at 10:00 a.m. The council may also recess to such other day or time during the month that the council may fix by order, duly entered in the minutes of the meeting which is recessed, and the agenda of all meetings shall be properly posted.

(Code 1989, § 2-19; Ord. No. 2277, § 2, 11-3-1987; Ord. No. 2467, art. I(1-1), (1-2), 11-16-1993; Ord. No. 2804, § 1, 12-3-2002; Ord. No. 3038, § 1, 7-21-2009; Ord. No. 3039, § 1, 8-18-2009; Ord. No. 3044, § 1, 11-3-2009; Ord. No. 3117, § 1, 10-22-2013; Ord. No. 3172, § 1, 11-3-2015; Ord. No. 3212, § 1, 4-4-2017)

- (2) *Positions to be abolished.* Any position may be abolished by the mayor and may be abandoned or reallocated.
- (3) *Positions to be reallocated.* Any budgeted position may be reallocated to a different division or department by the mayor. Any change in the approved pay range which increases the value of the position shall be approved by the city council.
- (4) *Annual adjustments and funding.* Salary surveys will be conducted annually of the relevant and comparative local labor markets, and the results of those surveys will be delivered to the mayor, chief administrative officer, and directors by October 15 of each calendar year.
 - a. Following the delivery of these salary-survey results, directors will request, in writing, realignments, new positions and merit increases based on standardized evaluations tailored to specific job families and delivered to the city's comptroller by December 1 of each calendar year.
 - b. The city's comptroller will then summarize the requests by cost center, perform a budget analysis and advise the mayor, by written report, of the impact of the requests on the city's current budget. The mayor will then evaluate the requests and the report of the comptroller and make a recommendation to the city council not later than the second city council meeting in January of each calendar year.
 - c. The council will then be asked to approve the mayor's recommendation, together with budget amendments, if necessary, at the first meeting of the city council in February of each calendar year.

(Code 1989, § 2-55)

Secs. 2-250—2-276. Reserved.

ARTICLE V. DEPARTMENTS*

Sec. 2-277. Departments established.

The department of administration, the department of engineering, the department of finance and procurement, the fire department, the department of municipal courts, the department of parks and recreation, the police department, the department of public works, the department of urban development, and the water and sewer department are hereby established; each department will be headed by a director or chief who shall be appointed by the mayor and confirmed by an affirmative vote of a majority of the city council present and voting at such meeting and who shall serve pursuant to the provisions of MCA 1972, § 21-8-23.

(Ord. No. 2640, § 2, 5-19-1998; Ord. No. 3219, § 2, 11-7-2017)

***State law reference**—Departments and subordinate officials, MCA 1972, § 21-8-23.

Sec. 2-278. Department of administration.

The department of administration shall have responsibility for the supervision, management, operation and direction of the divisions of human resources, information systems, municipal clerk, risk management, tax, and accounting and purchasing/parking/government buildings.
(Ord. No. 2640, § 3, 5-19-1998; Ord. No. 3219, § 3, 11-7-2017)

Sec. 2-279. Department of engineering.

The department of engineering shall have responsibility for the supervision, management, operation and direction of infrastructure and other engineering-related projects; the director shall work closely with the directors of the water and public works departments, and with the city's consulting engineers.
(Ord. No. 2640, § 4, 5-19-1998; Ord. No. 3219, § 4, 11-7-2017)

Sec. 2-280. Fire department.

The fire department shall have responsibility for the administration, supervision, management, operation and direction of the divisions of fire suppression (including all fire stations), fire prevention (including fire education and inspection), and training.
(Ord. No. 2640, § 6, 5-19-1998; Ord. No. 3219, § 6, 11-7-2017)

Sec. 2-281. Department of municipal courts.

The department of municipal courts shall have responsibility for the administration, supervision, management, operation and direction of the city court, including the hiring and training of court personnel, the collection of fines and fees, and the upholding of the laws of the city and of the state.
(Ord. No. 2640, § 7, 5-19-1998; Ord. No. 3219, § 7, 11-7-2017)

Sec. 2-282. Department of parks and recreation.

The department of parks and recreation shall have responsibility for the administration, supervision, management, operation and direction of the divisions of cemetery and urban forestry, community centers, cultural affairs, grounds maintenance and sports and recreation.
(Ord. No. 2640, § 8, 5-19-1998; Ord. No. 3219, § 8, 11-7-2017)

Sec. 2-283. Police department.

The police department shall have responsibility for the administration, supervision, management, operation and direction of the divisions of accounting, administration, animal control, communications, community relations, teleservice, detective, evidence, METRO/Narcotics, technical services/records, technical services/victims' advocate, patrol, traffic, training academy and warrants.
(Ord. No. 2640, § 9, 5-19-1998; Ord. No. 3219, § 9, 11-7-2017)

Sec. 2-284. Department of public works.

The department of public works shall have responsibility for administration, supervision, management, operation and direction of the divisions of public works, sanitation, and construction/traffic.
(Ord. No. 2640, § 10, 5-19-1998; Ord. No. 3219, § 10, 11-7-2017)

Sec. 2-285. Department of urban development.

The department of urban development shall have responsibility for administration, supervision, management, operation and direction of the divisions of code enforcement, federal and state programs, land code administration, and planning.

(Ord. No. 2640, § 11, 5-19-1998; Ord. No. 3219, § 11, 11-7-2017)

Sec. 2-286. Department of water and sewer.

The department of water and sewer shall have responsibility for administration, supervision, management, operation and direction of the city's north and south lagoons, and of building and maintaining infrastructure to support the city's water and sewer operations.

(Ord. No. 2640, § 12, 5-19-1998; Ord. No. 3219, § 12, 11-7-2017)

Secs. 2-287—2-307. Reserved.**ARTICLE VI. FINANCE****Sec. 2-308. Long-term interfund loans.**

(a) *Procedure.* The city council shall authorize an interfund loan whenever a loan is made from one fund to another fund and such loan is not a short-term loan (a loan that is to be repaid within one year).

(b) *Repayment schedule and verification of repayment.*

- (1) The city council shall specify, at the time the loan is authorized, an interfund loan repayment schedule.
- (2) The city council shall verify, during the budget process, that the specified interfund loan repayment schedule was complied with.

(c) *Transfer of monies or postponing payment.*

- (1) If the fund receiving loan proceeds lacks sufficient financial resources to budget for the loan repayment during any fiscal year, the general fund will budget for and make the necessary transfer of monies to the fund owing the repayment in order to provide that fund with sufficient cash to make that year's scheduled repayment.
- (2) If the general fund lacks the financial resources to budget for the necessary monies to fund any such repayment, the city council may, at its discretion, provide for relief by postponing said payment or by reducing the amount of scheduled repayment.

(d) *Interest payments.* Interest payments, if any, may be set at city council's discretion, and specified in the authorization for the interfund loan.

(Code 1989, §§ 2-8—2-11; Ord. No. 2260, §§ 1—6, 4-21-1987)

Secs. 2-309—2-334. Reserved.

ARTICLE VII. BOARDS, COMMISSIONS, AND AUTHORITIES

DIVISION 1. GENERALLY

Secs. 2-335—2-359. Reserved.

DIVISION 2. CABLE ADVISORY BOARD

Sec. 2-360. Created; membership generally.

The cable advisory board shall be established, composed of seven members appointed by the mayor and ratified by an affirmative vote of a majority of the city council present and voting at such meeting. Five of these members shall be appointed to represent the wards of the city, and these members shall reside within the boundaries of the ward they are appointed to represent and shall be qualified electors of the city. Two members shall be appointed at-large, based upon their knowledge and/or experience in telecommunications, and shall not be required to reside within the city. The terms of membership shall be four years.

- (1) In the event of a vacancy in office, the mayor shall appoint a successor in such a manner as to maintain equal representation from each ward and in keeping with requirements for technical knowledge and/or experience. Upon the expiration of any said term, the mayor shall appoint a successor for a term in keeping with the schedule of appointments outlined above.
- (2) The members shall annually elect one of their own members to serve as chairperson for a period of one year.

(Ord. No. 2582, § 2, 1-21-1997)

Sec. 14-1. Precincts constitute separate voting districts.

Each of the precincts of the city shall constitute a separate election or voting district for municipal primaries and elections, and each precinct shall have one voting place as provided by ordinance. Precinct boundaries shall be as established by ordinance.

(Code 1989, § 8-1; Ord. No. 1788, § 1, 3-21-1973; Ord. No. 2211, § 1, 10-9-1985; Ord. No. 2436, § 1, 11-17-1992)

State law reference—Precincts and polling places, MCA 1972, § 23-15-557.

Sec. 14-2. Precinct districts established—Ward 1.

The precincts or election districts and places for voting in Ward 1 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in subsections (1) through (3) of this section, inclusive, as follows:

- (1) There shall be a voting district known as the Longleaf Trace Precinct, the voting place for which is 2895 West 4th Street, Hattiesburg, Mississippi. The Longleaf Trace Precinct is described as follows:

Beginning at the intersection of the centerline of United States Highway 49 and the easterly projection of the centerline of Campbell Drive; run thence in a southerly direction along the centerline of United States Highway 49 to its intersection with the centerline of Hardy Street; thence run west along the centerline of Hardy Street to its intersection with the centerline of North 36th Avenue; thence run north along the centerline of North 36th Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence west along the centerline of said Longleaf Trace to its intersection with the west right-of-way of Interstate Highway 59 and the western limit of the City of Hattiesburg; thence north along west right-of-way of Interstate Highway 59 to its intersection with the south line of Section 36, Township 5 North, Range 14 West; thence run east to the point of intersection with the centerline of Campbell Drive; thence run east along the centerline of Campbell Drive and an easterly projection thereof to its intersection with the centerline of United States Highway 49 and the point of beginning.

- (2) There shall be a voting district known as the North Heights Precinct, the voting place for which is the National Guard Armory, 6450 Highway 49, Hattiesburg, Mississippi. The North Heights Precinct is described as follows:

Beginning at the intersection of the centerline of Interstate 59 and the south line of Section 36, Township 5 North, Range 14 West, thence run in a northeasterly direction along the centerline of said Interstate 59 to its intersection with the present city limits of the City of Hattiesburg, Mississippi, said intersection occurring at the point where said Interstate 59 crosses the Bouie River; thence run southeasterly along the current city limits of the City of Hattiesburg to its intersection with a north/south line lying in Section 32, Township 5 North, Range 13 West, said line being approximately 450 west of the north/south centerline of said Section 32; thence run south along said line to the intersection with the centerline of a railroad track currently known as the Illinois Central Gulf Railroad; thence run southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road;

thence run west along the centerline of Pritchard Road and continuing west along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run southeasterly along the centerline of United States Highway 49 to its intersection with the easterly projection of the centerline of Campbell Drive; thence run westerly along the centerline of Campbell Drive to its intersection with the centerline of N 34th Avenue; thence run west to the southeast corner of Section 36, Township 5 North, Range 14 West; thence run west along the south line of said Section 36 to the point of beginning.

- (3) There shall be a voting district known as the USM Golf Course Precinct, the voting place for which is the Hattiesburg Moose Lodge, 308 West Hills Drive, Hattiesburg, Mississippi. The USM Golf Course Precinct is described as follows:

Beginning at the intersection of the west right-of-way line of Interstate Highway 59 and the south line of Section 36, Township 5 North, Range 14 West, said point lying on the current city limits of the City of Hattiesburg, Mississippi; thence run west along the current city limits of the City of Hattiesburg following its meandering in a clockwise direction to its intersection with the centerline of Interstate Highway 59, said intersection occurring at the point where said Interstate Highway 59 crosses the Bouie River; thence leaving the current city limits of the City of Hattiesburg run in a southwesterly direction along the centerline of said Interstate 59 to its intersection with the south line of Section 36, Township 5 North, Range 14 West; thence run west along the south line of said Section 36 to its intersection with the west right-of-way line of Interstate Highway 59 and the point of beginning.

(Code 1989, § 8-2; Ord. No. 2436, § 2, 11-17-1992; Ord. No. 2428, § 1, 10-20-1992; Ord. No. 2211, §§ 2—7, 10-9-1985; Ord. No. 2547, § 1, 2-20-1996; Ord. No. 3089, § 2(8-1), 7-2012; Ord. No. 3288, § 1, 2-16-2021)

Editor's note—Ord. No. 1920, 12-21-77; Ord. No. 1908, 9-14-77; Ord. No. 1788, 3-21-73 previously formed Section 8-2 of the 1989 Code and included all voting precincts, precincts were broken into sections by wards during codification.

Sec. 14-3. Precinct districts established—Ward 2.

The precincts or election districts and places for voting in Ward 2 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in subsections (1) through (3) of this section, inclusive, as follows:

- (1) There shall be a voting district known as the Hattiesburg Intermodal Facility Precinct, the voting place for which is the Hattiesburg Intermodal Facility (Depot), 308 Newman Street, Hattiesburg, Mississippi. The Hattiesburg Intermodal Facility Precinct is described as follows:

Beginning at the intersection of the centerlines of Penton Street and County Drive; thence run east along the centerline of County Drive to its intersection with centerline of Edwards Street and the south line of Section 15, Township 4 North, Range 13 West; thence run east along the south line of said Section 15 to the southeast corner of said Section 15; thence run east along the south line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to its intersection with centerline of a railroad presently known as the Mississippi Central Railroad; thence run north along the centerline of said Mississippi Central Railroad to its intersection with the centerline of Burkett's Creek; thence run in a northeasterly direction along the meandering of the centerline of Burkett's Creek to its intersection with the east line of the west

½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the western margin of the City of Hattiesburg sewage treatment lagoons; thence run south following along the east line of the west ½ of Section 14 and continuing along the east line of the west ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet south of the south line of said Section 14, said point being the approximate south margin of the City of Hattiesburg sewage treatment lagoons; thence run east to the western bank of the Leaf River, said point being on the current city limits of the City of Hattiesburg; thence run in a northwesterly direction along the current city limits following its meandering in a counterclockwise direction to a point of intersection with the centerline of a railroad track, said intersection occurring in the SW ¼ of the SW ¼ of Section 2, Township 4 North, Range 13 West; thence run southwesterly for 1,320 feet, more or less, along the centerline of said railroad track to a point of intersection with an easterly extension of the centerline of the Illinois Central Railroad; thence run westerly to and along the centerline of the Illinois Central Railroad for a distance of 3,550 feet, more or less, to a point intersecting the centerline of the N.O. and N.E. Railroad; thence run southeasterly along the centerline N.O. and N.E. Railroad to its intersection with the centerline of Mobile Street; thence run south along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run east along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. and S.I. Railroad; thence run southeasterly along the centerline of said G. and S.I. Railroad to its intersection with the centerline of West Pine Street; thence run southwesterly along the centerline of West Pine Street to its intersection with the centerline of Market Street; thence run southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street to its intersection with the centerline of Buschman Street; thence run northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run south along the centerline of Williams Street to its intersection with the centerline of James Street; thence run northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run west along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street; thence run south along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run west along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run south along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run east along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run south along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run east along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run south along the centerline of Penton Street to its intersection with centerline of County Drive and the point of beginning.

- (2) There shall be a voting district known as the Grace Christian Precinct, the voting place for which is the Grace Christian Elementary School, 2207 West 7th Street, Hattiesburg, Mississippi. The Grace Christian Precinct is described as follows:

Beginning at a point on the current city limits of the City of Hattiesburg, Mississippi, said point being approximately 450 feet west of the north/south centerline of Section 32, Township

5 North, Range 13 West and on the southwesterly bank of the Bouie River; thence run south to the centerline of a railroad presently known as the Illinois Central Gulf Railroad; thence run southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road; thence run west along the centerline of Pritchard Road and continuing west along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run in a southerly direction along the centerline of United States Highway 49 to its intersection with the centerline of West 7th Street; thence run east along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run south along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run east along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run north along the centerline of North Street to its intersection with the centerline of West 7th Street; thence run east along the centerline of West 7th Street to its intersection with the centerline of Providence Street; thence run north along the centerline of Providence Street and continuing north along the centerline of Stanley Street to its intersection with the centerline of Hazel Street; thence run west along the centerline of Hazel Street and a westerly extension thereof to its intersection with the centerline of Glendale Avenue; thence run north along the centerline of Glendale Avenue to its intersection with the current city limits of the City of Hattiesburg, said point lying at the Bouie River; thence run northwesterly along the meanderings of the current city limits of the City of Hattiesburg to a point being approximately 450 feet west of the north/south centerline of said Section 32 and on the southwesterly bank of the Bouie River and the point of beginning.

- (3) There shall be a voting district known as the Eureka School Precinct, the voting place for which is 412 East 6th Street, Hattiesburg, Mississippi. The Eureka School Precinct is described as follows:

Beginning at a point on the current city limits of the City of Hattiesburg, said point lying at the intersection of the centerline of Glendale Avenue and the Bouie River; thence leaving said city limits run south along the centerline of Glendale Avenue to its intersection with the westerly extension of the centerline of Hazel Street; thence run east to and along the centerline of Hazel Street to its intersection with the centerline of Stanley Street; thence run south along the centerline of Stanley Street and continuing south along the centerline of Providence Street to its intersection with the centerline of West 7th Street; thence run west along the centerline of West 7th Street to its intersection with the centerline of North Street; thence run south along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run east along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run south along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run northerly along the centerline of

Jackson Street to its intersection with the south line of Section 3, Township 4 North, Range 13 West; thence run north along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run east along the centerline of said railroad track and an easterly extension thereof for a distance of approximately 0.7 of one mile to its intersection with a rail line, said intersection occurring in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 4 North, Range 13 West; thence run northeasterly along the centerline of said rail line to its intersection with the present city limits of the City of Hattiesburg, said intersection occurring in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 13 West; thence run northwesterly along the meanderings of the city limits of the City of Hattiesburg to its intersection with the centerline of Glendale Avenue and the point of beginning.

(Code 1989, § 8-3; Ord. No. 2436, § 3, 11-17-1992; Ord. No. 2255, § 2, 2-3-1987; Ord. No. 2245, § 2, 10-20-1986; Ord. No. 2211, §§ 8—18, 10-9-1985; Ord. No. 2571, § 1, 11-5-1996; Ord. No. 3013, § 1, 9-16-2008; Ord. No. 3089, § 3, 7-2012; Ord. No. 3288, § 1, 2-16-2021)

Sec. 14-4. Precinct districts established—Ward 3.

The precincts or election districts and places for voting in Ward 3 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in subsections (1) and (2) of this section, inclusive, as follows:

- (1) There shall be a voting district known as the Wesley Manor Precinct, the voting place for which is the Wesley Manor Retirement Community, 246 Westover Drive, Hattiesburg, Mississippi. The Wesley Manor Precinct is described as follows:

Beginning at the intersection of the west right-of-way line of Interstate Highway 59 and the centerline of a former railroad now known as the Longleaf Trace, said point being located in the southeast $\frac{1}{4}$ of Section 1, Township 4 North, Range 14 West and said point lying on the current city limits of the City of Hattiesburg, Mississippi; thence run south along the current city limits of the City of Hattiesburg following its meandering in a counterclockwise direction to its intersection with the Forrest County/Lamar County line on the range line common to Range 13 West and Range 14 West; thence leaving said city limits run north along the Forrest County/Lamar County line and along 40th Avenue to the point of intersection with the centerline of said Longleaf Trace; thence run west along the centerline of said Longleaf Trace to its intersection with the west right-of-way line of Interstate Highway 59 and the point of beginning.

- (2) There shall be a voting district known as the Thames School Precinct, the voting place for which is the W.I. Thames Elementary School, 2900 Jamestown Road, Hattiesburg, Mississippi. The Thames School Precinct is described as follows:

Beginning at a point on the current city limits of the City of Hattiesburg, Mississippi, said point lying at the intersection of the Forrest County/Lamar County line and the range line common to Range 13 West and Range 14 West; thence run south and southeasterly following along said city limits in a counterclockwise direction to its intersection with the east line of Section 6, Township 3 North, Range 13 West; thence run north along the east line of Section 6, Township 3 North, Range 13 West and continuing north along the east line of Sections 30, 31,

19, 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run west along the centerline of Hardy Street to its intersection with the centerline of North 40th Avenue, said point being on the Forrest County/Lamar County line; thence run south along the Forrest County/Lamar County line to its intersection with the present city limits of the City of Hattiesburg the point of beginning.

(Code 1989, § 8-4; Ord. No. 2436, § 4, 11-17-1992; Ord. No. 2428, §§ 3—5, 10-20-1992; Ord. No. 2211, §§ 19—24, 10-9-1985; Ord. No. 3089, § 4, 7-2012)

Sec. 14-5. Precinct districts established—Ward 4.

The precincts or election districts and places for voting in Ward 4 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in subsections (1) through (3) of this section, inclusive, as follows:

- (1) There shall be a voting district known as the Blair Precinct, the voting place for which is the W.U. Sigler Center, 315 Conti Street, Hattiesburg, Mississippi. The Blair Precinct is described as follows:

Beginning at the intersection of the centerline of United States Highway 49 and the centerline of West 7th Street; thence run east along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run south along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run east along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run south along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run east along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run south along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run northerly along the centerline of Jackson Street to its intersection with the south line of Section 3, Township 4 North, Range 13 West; thence run north along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run east along the centerline of said railroad track approximately 690 feet to its intersection with the centerline of a railroad presently known as the N.O. and N.E. Railroad; thence run southeasterly along the centerline of said N.O. and N.E. Railroad to its intersection with the centerline of Mobile Street; thence run south along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run east along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. and S.I. Railroad; thence run southeasterly along the centerline of said G. and S.I. Railroad to its intersection with the centerline of West Pine Street; thence run southeasterly along the centerline of said G. and S.I. Railroad to its intersection with the centerline of West Pine Street; thence run southwesterly along the centerline of West Pine Street to its intersection

with the centerline of Market Street; thence run southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street for a distance of approximately 0.15 miles to its intersection with a rail line; thence run southwesterly along said rail line to its intersection with the centerline of Ronie Street; thence run north along the centerline of Ronie Street to its intersection with the centerlines of West Front Street and Hardy Street; thence run west along the centerline of Hardy Street to its intersection with the centerline of United States Highway 49; thence run north along the centerline of United States Highway 49 to its intersection with centerline of West 7th Street and the point of beginning.

- (2) There shall be a voting district known as the Camp School Precinct, the voting place for which is the Hattiesburg Public School Administrative Office Building (formerly Camp Elementary School), 301 Mamie Street, Hattiesburg, Mississippi. The Camp School Precinct is described as follows:

Beginning at the intersection of the centerline of Agnes Street and the centerline of Buschman Street; thence run northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run south along the centerline of Williams Street to its intersection with the centerline of James Street; thence run northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run west along the centerline of Hall Avenue to its intersection with the centerline of 5th Avenue; thence run northwesterly along the centerline of 5th Avenue to its intersection with the centerline of West Pine Street; thence run southwesterly along the centerline of West Pine Street to its intersection with the centerline of United States Highway 49; thence run northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Broadway Drive or Highway 11; thence run northeasterly along the centerline of Broadway Drive to its intersection with the southerly extension of the centerline of S 17th Avenue; thence run north to and along the centerline of S 17th Avenue to its intersection with the centerline of Hardy Street; thence run east along the centerline of Hardy Street to its intersection with the centerline of Ronie Street; thence run south along the centerline of Ronie Street a distance of approximately 500 feet to its intersection with the centerline of a rail line; thence run northeasterly along the centerline of said rail line to its intersection with the centerline of Agnes Street; thence run southeasterly along the centerline of Agnes Street to its intersection with the centerline of Buschman Street and the point of beginning.

- (3) There shall be a voting district known as the Hardy Street Precinct, the voting place for which is 1610 Hardy Street, Hattiesburg, Mississippi. The Hardy Street Precinct is described as follows:

Beginning at the intersection of the centerlines of United States Highway 49 and Broadway Drive or Highway 11; thence run southwesterly along the centerline of Broadway Drive to its intersection with the centerline of Lincoln Road; thence run west along the centerline of Lincoln Road to its intersection with the east line of Section 18, Township 4 North, Range 13 West; thence run north along the east line of Sections 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run east along the centerline of Hardy Street to its intersection with the centerline of S 17th Avenue; thence run south along the

centerline of S 17th Avenue and a southerly extension thereof to a point in the centerline of Broadway Drive; thence run southwesterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49 and the point of beginning.
(Code 1989, § 8-5; Ord. No. 2436, § 5, 11-17-1992; Ord. No. 2245, § 2, 10-20-1986; Ord. No. 2211, §§ 25—32, 10-9-1985; Ord. No. 3014, § 1, 9-16-2008; Ord. No. 3089, § 5, 7-2012; Ord. No. 3288, § 1, 2-16-2021)

Sec. 14-6. Precinct districts established—Ward 5.

The precincts or election districts and places for voting in Ward 5 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in subsections (1) through (3) of this section, inclusive, as follows:

- (1) There shall be a voting district known as the Dixie Pine-Central Precinct, the voting place for which is the Palmer's Crossing Community Center, 225 Tatum Road, Hattiesburg, Mississippi. The Dixie Pine-Central Precinct is described as follows:

Beginning at the intersection of the south line of Section 14, Township 4 North, Range 13 West and the centerline of a railroad, said intersection lying approximately 400 feet east of the southwest corner of said Section 14; thence run east along the south line of said Section 14 to its intersection with a railroad presently known as the M.C. Railroad, said intersection lying approximately 1,290 feet east of the southwest corner of said Section 14; thence run north along the centerline of said M.C. Railroad to its intersection with the centerline of Burkett's Creek; thence run in a northeasterly direction along the meandering of the centerline of Burkett's Creek to its intersection with the east line of the West ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the western margin of the City of Hattiesburg sewage treatment lagoons; thence run south following along the east line of the West ½ of said Section 14 and continuing along the east line of the West ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet south of the south line of said Section 14, said point also being the approximate south margin of the City of Hattiesburg sewage treatment lagoons; thence run east to the western bank of the Leaf River and a point on the current city limits of the City of Hattiesburg; thence run south along the current city limits of the City of Hattiesburg following its meandering in a clockwise direction to a point intersecting the southerly extension of the centerline of W.L. Runnels Industrial Drive; thence run north to and along the centerline of W.L. Runnels Industrial Drive to a point due east of the intersection of the centerline of United States Highway 49 and the north line of Section 3, Township 3 North, Range 13 West; thence run west to said intersection of United States Highway 49 and the north line of Section 3; thence run northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Central School Road; thence run easterly along the centerline of Central School Road to its intersection with the centerline of P.D. Freeman Road; thence run north and east along the centerline of P.D. Freeman Road and continuing east along the centerline of Barkley Road to its intersection with the centerline of Rouse Road; thence run north along the centerline of Rouse Road to its intersection with the centerline of Dixie Pine Road; thence run east along the centerline of Dixie Pine Road a distance of approximately 1,400

feet to its intersection with the centerline of a railroad track; thence run northwesterly along the centerline of said railroad track to the south line of Section 14, Township 4 North, Range 13 West and the point of beginning.

- (2) There shall be a voting district known as the Rowan School Precinct, the voting place for which is the Rowan School, 500 Martin Luther King Drive, Hattiesburg, Mississippi. The Rowan Center of Hattiesburg High School Precinct is described as follows:

Beginning at the intersection of the centerlines of United States Highway 49 and West Pine Street; thence run northeasterly along the centerline of West Pine Street to its intersection with the centerline of 6th Avenue; thence run southeast along the centerline of 6th Avenue to its intersection with the centerline of Hall Avenue; thence run east along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street; thence run south along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run west along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run south along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run east along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run south along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run east along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run south along the centerline of Penton Street to its intersection with the centerline of County Drive; thence run east along the centerline of County Drive to its intersection with the centerline of Edwards Street and the south line of Section 15, Township 4 North, Range 13 West; thence run east along the south line of Section 15 to the southeast corner of said Section 15; thence run east along the south line of Section 14, Township 4 North, Range 13 West approximately 400 feet to its intersection with the centerline of a railroad; thence run southeasterly along said railroad to its intersection with the centerline of Dixie Pine Road; thence run west along the centerline of Dixie Pine Road to its intersection with the centerline of Rouse Road; thence run south along the centerline of Rouse Road to its intersection with the centerline of Barkley Road; thence run west along the centerline of Barkley Road and continuing west and south along the centerline of P.D. Freeman Road to its intersection with the centerline of Central School Road; thence run westerly along the centerline of Central School Road to its intersection with the centerline of United States Highway 49; thence run northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of West Pine Street and the point of beginning.

- (3) There shall be a voting district known as the Timberton Precinct, the voting place for which is the Pine Belt Family "Y" Building, 3719 U.S. Highway 11 South, Hattiesburg, Mississippi. The Timberton Precinct is described as follows:

Beginning at a the point of intersection of the current city limits of the City of Hattiesburg and the east line of Section 6, Township 3 North, Range 13 West; thence run north along the east line of said Section 6 and continuing north along the east line of Sections 31, 30, 19 and 18, Township 4 North, Range 13 West to its intersection with the centerline of Lincoln Road; thence run east along the centerline of Lincoln Road to its intersection with the centerline of Broadway Drive or Highway 11; thence run northeasterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49; thence run southeasterly along the

centerline of United States Highway 49 to its intersection with the north line of Section 3, Township 3 North, Range 13 West; thence run due east to a point in the centerline of W.L. Runnels Industrial Drive; thence run south along the centerline of W.L. Runnels Industrial Drive and a southerly extension thereof to a point on the present city limits of the City of Hattiesburg; thence run west along the current city limits of the City of Hattiesburg following its meandering in a clockwise direction to a point on the east line of Section 6, Township 3 North, Range 13 West and the point of beginning.

(Code 1989, § 8-6; Ord. No. 2436, § 6, 11-17-1992; Ord. No. 2255, § 2, 2-3-1987; Ord. No. 2245, § 2, 10-20-1986; Ord. No. 2211, §§ 33—39, 10-9-1985; Ord. No. 2571, § 1, 11-5-1996; Ord. No. 3089, § 6, 7-2012)

Sec. 14-7. Election commissioners pay schedule.

(a) The city municipal election commissioners, appointed in accordance with MCA 1972, § 23-15-221, shall be entitled to receive a per diem in the amount provided for county election commissioners in MCA 1972, §§ 23-15-153 and 23-15-239, to be paid from the municipal general fund, for every day or period of no less than five hours accumulated over two or more days actually employed in the performance of their duties for the necessary time spent in the revision of the registration books and poll books as required in MCA 1972, § 23-15-153(1) for a maximum of 50 days per year.

(b) The city municipal election commissioners, appointed in accordance with MCA 1972, § 23-15-221, shall be entitled to receive a per diem in the amount provided for county election commissioners in MCA 1972, §§ 23-15-153 and 23-15-239, to be paid from the general fund, not to exceed ten days, for every day or period of no less than five hours accumulated over two or more days actually employed in the performance of their duties for the necessary time spent in the revision of the registration books and poll books prior to any special election. For purposes of this section, the annual limitations as set forth in MCA 1972, § 23-15-153(2) shall not apply, and the regular special election day shall not be considered a special election, as set forth in MCA 1972, § 23-15-153(3).

(c) The city municipal election commissioners, appointed in accordance with MCA 1972, § 23-15-221, shall be entitled to receive a per diem in the amount provided for county election commissioners in MCA 1972, §§ 23-15-153 and 23-15-239, to be paid from the general fund, for every day or period of no less than five hours accumulated over two or more days actually employed in the performance of their duties in the conduct of an election, as set forth in MCA 1972, § 23-15-153(4), for a maximum of 25 days per election.

(d) The municipal election commissioners shall be entitled to only one per diem payment for those days when they discharge more than one duty or responsibility on the same day.

(Code 1989, § 6-9; Ord. No. 2447, §§ 1—4, 5-4-1993; Ord. No. 3042, § 1, 9-8-2009)

Chapter 22

FLOODS*

Article I. In General

Secs. 22-1—22-18. Reserved.

Article II. Flood Damage Prevention

Division 1. Generally

- Sec. 22-19. Definitions.
- Sec. 22-20. Statutory authorization.
- Sec. 22-21. Findings of fact.
- Sec. 22-22. Statement of purpose.
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- Sec. 22-24. Methods of reducing flood losses.
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- Sec. 22-32. Repetitive loss structures.
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Division 2. Administration

- Sec. 22-57. Designation of floodplain administrator.
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- Sec. 22-80. Standards for streams without base flood elevations and floodways.
- Sec. 22-81. Standards for subdivision proposals and other proposed development.
- Sec. 22-82. Critical facilities.
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*State law reference—General powers of city, MCA 1972, § 21-17-5.

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Division 4. Variance Procedures

- Sec. 22-103. Designation and duties of variance and appeals board.
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- Sec. 22-109. Floodway.

ARTICLE I. IN GENERAL

Secs. 22-1—22-18. Reserved.

ARTICLE II. FLOOD DAMAGE PREVENTION**DIVISION 1. GENERALLY****Sec. 22-19. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

500-year flood means the flood that has a 0.2 percent chance of being equaled or exceeded in any year. Areas subject to the 0.2 percent chance flood have a moderate risk of flooding.

A zone means the area of special flood hazard without base flood elevations determined.

Accessory structure (appurtenant structure) means a structure which is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50 percent of the market value of the structure, then the addition and the existing structure are now new construction.

AE zone means the area of special flood hazard with base flood elevations determined.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

AR/AE, AR/AH, AR/AO, and AR/A zones are SFHAs that result from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 zone means that part of the SFHA inundated by the one percent chance flood to be protected from the one percent chance flood by a federal flood protection system or levee under construction, no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH zone on the community's flood insurance rate map (FIRM) with flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This area is also referred to as the special flood hazard area (SFHA).

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also called the "one percent chance flood").

Base flood elevation (BFE) means the elevation shown in the flood insurance study (FIS) for Zones AE, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, and VE that indicates the water surface elevation resulting from a flood that has a one percent or greater chance of being equaled or exceeded in any given year.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

Building. See Structure.

Cluster development. See chapter 28, land development code, as amended, definition; also see: Planned Development.

Community means a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community flood hazard area (CFHA) means an area that has been determined by the floodplain administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams/dam breach inundation areas.

Community floodplain management map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community rating system (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the regular program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to, facilities critical to the health and safety of the public, such as emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other federal statutes and regulations).

D zone means an area in which the flood hazard is undetermined.

Dam means any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

Dam inundation area or *DIA* means the area downstream of a dam that would be impacted in the event of a failure or uncontrolled release of water.

Dam safety office. The Mississippi Dam Safety Program (MDSP) is implemented by the department of environmental quality, office of land and water resources. The program is responsible for regulating dams across the state. The goal of the dam safety program is to protect people and property from the damaging consequences of catastrophic dam failures. Dams are classified as high, significant, or low hazard depending on the hazard potential of the dam. The MDSP also issues permits for construction of new dams and for reconstruction/modifications of existing dams.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Dry floodproofing. See *Floodproofing methods*.

Elevated building means, for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, pilings, columns, or piers.

Elevation certificate means a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM.

Enclosures below the lowest floor. See *Lowest floor*.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (floodplain management). Requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

Executive Order 11990 (wetlands protection). Requires the avoidance of adverse impacts associated with the destruction or modification of wetlands.

Existing construction means structures for which the start of construction commenced before April 3, 1970. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be

affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision includes the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earthen materials placed by artificial means.

First floor elevation. See Ordinance Number 3024, as amended, for requirement.

Flood or flooding means:

- (1) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
 - c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in subsection (1)b of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in subsection (1)a of this definition.

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g., a building and a public street) from:

- (1) Overflow of inland or tidal waters;
- (2) Unusual and rapid accumulation or runoff of surface waters;
- (3) Mudflows caused by flooding.

Flood insurance rate map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study (FIS) means the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Flood protection elevation means the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Floodplain means any land area susceptible to being inundated by floodwaters from any source.

Floodplain administrator means the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this article and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in floodprone areas. This term "floodplain management regulations" describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing certificate means an official FEMA form used to certify compliance for nonresidential structures in non-coastal high hazard areas as an alternative to elevating buildings to or above the base flood elevation.

Floodproofing methods.

Dry floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential or pre-FIRM nonresidential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential or post-FIRM nonresidential building is not allowed.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this article for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential or nonresidential buildings.

Floodway. See *Regulatory floodway*.

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. The city's freeboard is one foot above BFE.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term "functionally dependent use" includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building and ship repair facilities. The term "functionally dependent use" does not include long-term storage, manufacture, processing functions, sales, administrative functions, or service facilities.

Hardship (as related to variances of this article) means the exceptional difficulty that would result from a failure to grant the requested variance. The city council requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g., safety, structural integrity, and flood routing capacity).

High hazard dam means a class of dam in which failure may cause loss of life; serious damage to residential, industrial, or commercial buildings; or damage to, or disruption of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a building.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on the state inventory of historic structures; or

- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the state, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Increased cost of compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (nonresidential), relocation, elevation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, include ICC coverage.

Letter of map change (LOMC) means an official FEMA determination, by letter, to amend or revise effective flood insurance rate maps, flood boundary and floodway maps, and flood insurance studies.

Conditional letter of map revision (CLOMR) means a formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective flood insurance rate maps, flood boundary and floodway maps, or flood insurance studies.

Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of map revision (LOMR) means a revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Levee means a manmade structure; usually earthen embankments designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. For a levee system to be recognized, the following criteria must be met: All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual (a copy of which must be provided to FEMA by the operator when levee or drainage system recognition is being sought or revised). All operations must be under the jurisdiction of a federal or state agency, an agency created by federal or state law, or an agency of a community participating in the NFIP.

Low hazard dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Lowest adjacent grade means the elevation of the sidewalk, patio, deck support, or basement entryway immediately next to the structure and after the completion of construction. Lowest adjacent grade does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. Lowest adjacent grade does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the non-elevation provisions of this Code.

Manufactured home (44 CFR 59.1 definition/FEMA) means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufactured housing (24 CFR 3280.3 and 3285.5 definitions/HUD) means "...a structure, transportable in one or more sections, which in the traveling mode is eight body feet or more in width or 40 body feet in length or which when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities."

Map amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA. See *Letter of map change (LOMC)* for ways to request a map amendment.

Map panel number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Market value means the property value (as agreed between a willing buyer and seller); excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (actual cash value); or adjusted assessed values.

Mean sea level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's flood insurance rate map (FIRM) are referenced.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the federal government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means a vertical control, corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

New construction means a structure or an addition to an existing structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and any subsequent improvements to such structure or the addition.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Nonresidential means, but is not limited to: small business concerns, churches, schools, farm buildings (including grain bins and silos), poolhouses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than six months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One percent flood (aka 100-year flood) means the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating community means any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM construction means new construction and substantial improvements for which the start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM construction means new construction and substantial improvements for which the start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation is a means of FEMA formally notifying participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

- (1) Licensed and titled as an RV or park model (not a permanent residence);
- (2) Built on a single chassis;
- (3) 400 square feet or less when measured at the largest horizontal projection;
- (4) Has no attached deck, porch, or shed;
- (5) Has quick-disconnect sewage, water, and electrical connectors;
- (6) Designed to be self-propelled or permanently towable by a light duty truck; and
- (7) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and all such regulations effective at the time of permitting must be met.

Repetitive loss means flood-related damages sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive loss property means any insurable building for which two or more claims of more than \$1,000.00 were paid by the National Flood Insurance Program (NFIP) within any rolling ten-year period, since 1978. At least two of the claims must be more than ten days apart but within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in floodprone areas.

Severe repetitive loss structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- (1) Four or more separate claim payments of more than \$5,000.00 each (including building and contents payments); or
- (2) Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act P.L. 97-348) includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes) means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Structure (for insurance purposes) means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. The term "structure (for insurance purposes)" does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or a liquid storage tank.

Subrogation means an action brought by FEMA when flood damages have occurred, a flood insurance claim has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term "substantial damage" also means flood-related damages sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement.

- (1) The term "substantial improvement" means any combination of reconstruction, rehabilitation, or other improvement of a structure taking place during a ten-year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the start of construction of the improvement. The costs for determining substantial improvement include the costs of additions. This term "substantial improvement" includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.
- (2) The term "substantial improvement" does not apply to:
 - a. Any project for improvement of a building required to correct existing violations of state or local existing health, sanitary, or safety code specifications which have been identified by the code enforcement official and which are minimum necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners; or
 - b. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Substantially improved existing manufactured home parks or subdivisions means manufactured home parks or subdivisions where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance means a grant of relief by the community from the requirements of this article.

Violation means the failure of a structure or other development to be fully compliant with this article. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this article is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Watercourse means any flowing body of water, including a river, creek, stream, or a branch.

Wet floodproofing. See *Floodproofing methods*.

X zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile and areas protected by certified levees from the base flood.

X zones (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Zone means a geographical area shown on a flood hazard boundary map or a flood insurance rate map that reflects the severity or type of flooding in the area.

(Ord. No. 3294, § 1(art. 2), 9-7-2021)

Sec. 22-20. Statutory authorization.

☐ The state legislature has, in MCA 1972, title 17, ch. 1, delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the city council does hereby adopt the following floodplain management regulations.

(Ord. No. 3294, § 1(art. 1, § A), 9-7-2021)

Sec. 22-21. Findings of fact.

(a) The city is subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

(b) These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified special flood hazard areas, causing increases in flood heights and velocities and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

(Ord. No. 3294, § 1(art. 1, § B), 9-7-2021)

Sec. 22-22. Statement of purpose.

It is the purpose of this article to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
 - (4) Control filling, grading, dredging, and other development which may increase erosion or flood damage; and
 - (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.
- (Ord. No. 3294, § 1(art. 1, § C), 9-7-2021)

Sec. 22-23. Objectives.

The objectives of this article are:

- (1) To protect human life and health;
 - (2) To minimize expenditure of public money for costly flood control projects;
 - (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - (4) To minimize prolonged business interruptions;
 - (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
 - (6) To help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize flood blight areas; and
 - (7) To ensure that potential homebuyers are notified that property is in a floodprone area.
- (Ord. No. 3294, § 1(art. 1, § D), 9-7-2021)

Sec. 22-24. Methods of reducing flood losses.

In order to accomplish its purposes, this article includes methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
 - (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
 - (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
 - (4) Controlling filling, grading, dredging, and other development which may increase flood damage; and
 - (5) Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.
- (Ord. No. 3294, § 1(art. 1, § E), 9-7-2021)

Sec. 22-25. Lands to which this article applies.

This article shall apply to all areas of special flood hazard areas (SFHA) within the jurisdiction of the city council.

(Ord. No. 3294, § 1(art. 3, § A), 9-7-2021)

Sec. 22-26. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled "The flood insurance study (FIS) for Forrest County, Mississippi and Incorporated Areas," dated November 19, 2021 with the accompanying flood insurance rate map(s) (FIRM) (multiple panel) Index No. 28035CIND0C and "The flood insurance study (FIS) for Lamar County, Mississippi and Incorporated Areas," dated October 18, 2019 with the accompanying flood insurance rate map(s) (FIRM) (multiple panel) Index No. 28073CIND0B and other supporting data, along with digital flood insurance rate maps (DFIRM) are adopted by reference and declared to be part of this article. The flood insurance study and maps are on file at the planning office of the Department of Urban Development, located at the city hall building.

<i>Map Number</i>	<i>Map Revised Date</i>	<i>Map Number</i>	<i>Map Revised Date</i>
28035C0020D	3/2/2010	28035C0114E	11/19/2021
28035C0040D	3/2/2010	28035C0116E	11/19/2021
28035C0085D	3/2/2010	28035C0117F	11/19/2021
28035C0101D	3/2/2010	28035C0118E	11/19/2021
28035C0102D	3/2/2010	28035C0119E	11/19/2021
28035C0103D	3/2/2010	28035C0140E	11/19/2021
28035C0104E	11/19/2021	28035C0155D	3/2/2010
28035C0106D	3/2/2010	28035C0160D	3/2/2010
28035C0107E	11/19/2021	28035C0170D	3/2/2010
28035C0108D	3/2/2010	28035C0180E	11/19/2021
28035C0109F	11/19/2021	28035CIND0C	11/19/2021
28035C0111D	3/2/2010	28073CIND0B	10/18/2019
28035C0112D	3/2/2010		

(Ord. No. 3294, § 1(art. 3, § B), 9-7-2021)

Sec. 22-27. Use of preliminary flood hazard data.

When flood insurance studies and preliminary flood insurance rate maps have been provided by FEMA:

- (1) Prior to the issuance of a letter of final determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.

- (2) Upon the issuance of a letter of final determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administrating these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.
(Ord. No. 3294, § 1(art. 3, § C), 9-7-2021)

Sec. 22-28. Establishment of floodplain development permit.

A development permit shall be required in conformance with the provision of this article prior to the commencement of any development activities in identified areas of special flood hazard and community flood hazard areas within the community.
(Ord. No. 3294, § 1(art. 3, § D), 9-7-2021)

Sec. 22-29. Compliance.

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this article and other applicable regulations.
(Ord. No. 3294, § 1(art. 3, § E), 9-7-2021)

Sec. 22-30. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
(Ord. No. 3294, § 1(art. 3, § F), 9-7-2021)

Sec. 22-31. Interpretation.

In the interpretation and application of this article all provisions shall be:

- (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.
- (Ord. No. 3294, § 1(art. 3, § G), 9-7-2021)

Sec. 22-32. Repetitive loss structures.

The community may declare any existing structure as a repetitive loss structure as required to qualify the structure for increased cost of compliance (ICC) benefits allowed by a National Flood Insurance Program flood policy claim. To be declared a repetitive loss structure, the following conditions must be met:

- (1) The structure must have a flood insurance policy that includes the increased cost of compliance coverage; and

- (2) The structure must have been flooded twice during a ten-year period with each flood event causing damage for which the repair cost equaled or exceeded 25 percent of the market value of the structure.

(Ord. No. 3294, § 1(art. 3, § H), 9-7-2021)

Sec. 22-33. Warning and disclaimer of liability.

(a) The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions.

(b) Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard and community flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of city council or by any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made hereunder.

(Ord. No. 3294, § 1(art. 3, § I), 9-7-2021)

Sec. 22-34. Enforcement, penalties, and violations.

Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$1,000.00 or imprisoned for not more than 90 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the floodplain administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

(Ord. No. 3294, § 1(art. 3, § J), 9-7-2021)

Secs. 22-35—22-56. Reserved.

DIVISION 2. ADMINISTRATION

Sec. 22-57. Designation of floodplain administrator.

The city council hereby appoints the planning administrator to administer and implement the provisions of this article and is herein referred to as the floodplain administrator and/or the administrator.

(Ord. No. 3294, § 1(art. 4, § A), 9-7-2021)

Sec. 22-58. Permit procedures.

Application for a development permit shall be made to the floodplain administrator on forms furnished by him/her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of

the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

(1) *Application stage.*

- a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA elevation certificate form by a state-registered engineer or surveyor;
- b. Elevation in relation to mean sea level to which any pre-FIRM residential or pre-FIRM nonresidential building, that has not been substantially damaged or improved, in an A or AE zone will be floodproofed;
- c. Certificate from a state registered professional engineer or architect that the pre-FIRM residential or pre-FIRM nonresidential floodproofed building will meet the floodproofing criteria in subsection (2) of this section and section 22-79(2);
- d. No floodplain development permit can be issued to any mobile, modular, or permanently constructed residence, building or facility unless the owner, lessee, or developer obtains a notice of intent from the state health department, pursuant to the Mississippi Individual On-Site Wastewater Disposal System Law (2009), for unsewered areas of the city;
- e. Description of the extent to which any watercourse will be altered or relocated as result of proposed development as outlined in section 22-59(4)b.

(2) *Construction stage.*

- a. Upon placement of the lowest horizontal structural member or lowest floor (whichever is applicable per the flood zone), or pre-FIRM floodproofing by pre-approved construction means, it shall be the duty of the permit holder to submit to the floodplain administrator a certificate of the NAVD elevation as built in relation to mean sea level. Said certification shall be prepared by a state registered engineer or surveyor. When floodproofing is utilized for a particular building, said certification shall be prepared by a state registered engineer or architect, who is authorized by the state to certify such information and certified by same. Any approved floodproofing shall be required to be one foot above the base flood elevation.
- b. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the lowest horizontal structural member or lowest floor (whichever is applicable per the flood zone) and floodproofing elevation certificate data submitted. The permit holder, immediately and prior to further progressive work being permitted to proceed, shall correct deficiencies detected by such review. Failure to submit the certificate or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.
- c. In any lot or lots/areas that have been removed from the special flood hazard area via a letter of map revision based on fill, and if the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvements must meet the required community freeboard elevation.

- (3) *Finished construction.* Upon completion of construction, a FEMA elevation certificate form which depicts all finished construction elevations is required to be submitted to the floodplain administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the floodplain administrator.
- (Ord. No. 3294, § 1(art. 4, § B), 9-7-2021)

Sec. 22-59. Powers, duties, and responsibilities of the floodplain administrator.

The floodplain administrator and his/her designated staff is hereby authorized and directed to enforce the provisions of this article. The administrator is further authorized to render interpretations of this article, which are consistent with its spirit and purpose.

- (1) *Right of entry.*
- a. Whenever necessary to make an inspection to enforce any of the provisions of this article, or whenever the administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the administrator by this article.
 - b. If such building or premises is occupied, the administrator shall first present proper credentials and request entry. If such building, structure, or premises is unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.
 - c. If entry is refused, the administrator shall have recourse to every remedy provided by law to secure entry.
 - d. When the administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the administrator for the purpose of inspection and examination pursuant to this article.
- (2) *Stop-work orders.* Upon notice from the administrator, work on any building, structure or premises that is being performed contrary to the provisions of this article shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his/her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.
- (3) *Revocation of permits.*
- a. The administrator may revoke a permit or approval, issued under the provisions of this article, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

- b. The administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this article.
- (4) *Duties of the administrator.* Duties of the administrator shall include, but not be limited to:
- a. Review all development permits to ensure that the permit requirements of this article have been satisfied.
 - b. Review proposed development to ensure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334 and permits from state agencies for any construction, reconstruction, repair, or alteration of a dam, reservoir, or waterway obstruction (including bridges, culverts, structures), any alteration of a watercourse, or any change of the course, current, or cross section of a stream or body of water, including any change to the 100-year frequency floodplain of free-flowing non-tidal waters of the state. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.
 - c. Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the base flood elevation reference mark at the development site; the second upon the establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.
 - d. Verify any required setback distances.
 - e. Verify that all placement of fill or grading is according to certified plans. Ensure that any fill being used as part of the structure's foundation system is both clean material and properly compacted and placed. A professional certification that any structure built on fill is reasonably safe from flooding can be requested of the builder/developer and the owner/contractor must provide density reports from a licensed testing agency showing that the fill meets a 95 percent compaction ratio.
 - f. Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size, and height above ground level.
 - g. Ensure that a crawlspace has adequate vents or openings and that the interior grade is at or above the exterior grade. The foundation must be vented to comply with this article as well as the currently adopted building code.
 - h. Verify that the structure's utilities, duct work, and HVAC systems are at or above the one-foot freeboard.

- i. Notify adjacent communities, the NFIP state coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
 - j. Ensure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
 - k. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with section 22-58(3). Information must be recorded on the FEMA elevation certificate form.
 - l. Verify and record the actual elevation (in relation to mean sea level) to which the pre-FIRM, non-substantially improved, buildings have been floodproofed, in accordance with section 22-58(3). Information must be recorded on the FEMA floodproofing certificate.
 - m. Review certified plans and specifications for compliance.
 - n. Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
 - o. Obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when base flood elevation data or floodway data have not been provided in accordance with section 22-26, in order to administer the provisions of division 3 of this article.
 - p. Provide information, testimony, or other evidence, as needed during variance request hearings.
 - q. Conduct the following actions when damage occurs to a building or buildings:
 - 1. Determine whether damaged structures are located within the special flood hazard area;
 - 2. Conduct damage assessments for those damaged structures located in the SFHA; and
 - 3. Make a reasonable attempt to notify owners of damaged structures of the requirement to obtain a building permit/floodplain development permit prior to repair, rehabilitation, or reconstruction.
 - r. Perform such other inspections as may be required to ensure compliance with the other provisions of this article.
 - s. Required to keep all development permit records in perpetuity.
- (Ord. No. 3294, § 1(art. 4, § C), 9-7-2021)

Secs. 22-60—22-76. Reserved.

DIVISION 3. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 22-77. General standards for all zones.

In all areas of special flood hazard the following provisions are required:

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (2) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not to be used as an anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum one foot above the base flood elevation.
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this article shall meet the requirements of new construction as contained in this article.
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this article shall be undertaken only if said nonconformity shall meet the requirements of new construction as contained in this article.
- (11) All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent flotation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.
- (12) When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.

- (13) Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the special flood hazard area.
- (14) New construction and substantial improvement of any building inside the SFHA shall have the lowest floor (including basement) at least one foot above the centerline of the designated street, unless the topography of the property does not allow for strict adherence as determined by the floodplain administrator. Areas outside the SFHA shall be elevated in accordance with section 22-78(2).
- (15) All new horizontal additions must have the lowest floor and all HVAC, including ductwork, elevated to the regulatory freeboard.
- (16) Storage or processing of materials that are hazardous, flammable, explosive, or in time of flooding could become buoyant and pose an obstruction to flow, are prohibited within the community special flood hazard areas, to include identified floodways. Storage of material or equipment not otherwise prohibited shall be firmly anchored to prevent flotation.
- (17) New construction and substantial improvements of structures built on fill shall be constructed on properly designed and compacted fill that extends ten feet to 15 feet beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour as follows:
 - a. Fill sites, upon which structures will be constructed or placed, must be compacted to 95 percent of the maximum density obtainable with the Standard Proctor Test method or an acceptable equivalent method.
 - b. Fill slopes shall be no steeper than one foot vertical to two feet horizontal.
 - c. Adequate protection against erosion must be provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection or material that will provide equivalent resistance will be provided. When expected velocities during the base flood are five feet per second, appropriate protection shall be provided by covering them with vegetative cover at a minimum.
 - d. Fill shall be composed of clean granular or earthen material.
- (18) Any proposed development that includes a lake, dam and/or reservoir, whether inside or outside of a SFHA or on an individual lot or in a new subdivision, shall:
 - a. Obtain all state and/or federal permits (i.e., dam safety construction permit, surface water impoundment permit, 404 permit, etc.) which may be required in connection with the proposed work prior to local permitting. Documentation shall include the designation of the type of dam or reservoir as high, significant or low hazard. A letter from the Mississippi Dam Safety Program will be acceptable documentation should no permitting be required.

- b. Utilize cluster development or similar development pattern to ensure that no structures built within the development are located within the dam inundation area, with deed restrictions recorded in tax records to ensure this area is not developed in the future for the protection of life and properties should the dam breach or fail.
- c. Designate the entire inundation area on site and building plans, including any areas outside the proposed new development areas that fall within the inundation area.
- d. A dam failure warning and response plan that describes the following:
 - 1. A general description of the dam, including its distance upstream from the community;
 - 2. Threat recognition system for primary and any secondary (backup) threat recognition procedures, and how and when the operator of the dam will notify the local emergency managers of a potential or actual dam breach;
 - 3. Procedures for quarterly testing of all equipment and material needed for the system, including how and when the quarterly communication checks between the operator of the dam and emergency service officials will be documented;
 - 4. An evacuation plan and corresponding map;
 - 5. An inventory of all property exposed to dam failure flooding, including, but not limited to:
 - (i) Types of buildings (residential, commercial, critical facility, etc.);
 - (ii) Count (number per buildings per type);
 - (iii) Land use (agricultural, open space, residential, etc.);
 - (iv) Developed and undeveloped area within the dam failure inundation area;
 - (v) List of any critical facilities that would be affected;
 - (vi) The expected impacts of dam failure flooding on health, safety, community functions (police, fire and utility services) and potential for secondary hazards; and
 - (vii) Documentation as to how the numbers of buildings used in the calculations were determined.
- e. A mandatory annual exercise or drill, with all actions taken, will be required in lieu of a response to an actual emergency or disaster during the previous year, with after-action report including lessons learned.
- f. Prior to permitting, the developer/owner will assist the city with development of a dam failure response operations that describes:
 - 1. The actions to be taken and implemented when the dam failure flood threatens or occurs;
 - 2. Identifying a responsible person for each action;
 - 3. Defining the time needed to carry out the action activity;
 - 4. Designating what actions are conducted by owner, emergency services, the community or others;

5. Any other information that specified agencies and organizations need in order to perform their assigned responsibilities;
6. Notification to all owners of existing structures that fall within the mapped inundation area of the potential danger;
7. A data base of people with special needs who require evacuation assistance when a dam failure warning is issued with a plan to provide transportation to secure locations, and of all public and private critical facilities or services that could be affected by a dam failure or that the loss of access would cause a critical situation, including contact persons and arrangements for special warnings and early notifications directly to those that may need advance warning; and
8. Each action item must include a list of the personnel, equipment, facilities, supplies and other resources needed to complete each task; and the source of the resource (owner/developer, community, other jurisdictions or private supplier).

(Ord. No. 3294, § 1(art. 5, § A), 9-7-2021)

Sec. 22-78. Standards for X zones (shaded/unshaded).

Any area outside the FEMA studied areas lying along blue line streams shown on the United States Department of the Interior Geological Survey quadrants of which the city is contained and/or areas with floodprone soils which are contiguous to blue line streams as shown on the city's floodprone soils map shall also be considered community flood hazard areas.

- (1) Compliance with the city's land development code, chapter 28, as amended.
- (2) Compliance with this article, specifically regulations for first floor elevation of all structures erected in all zones of the city.
- (3) The X zones (shaded/unshaded) are considered to be low to moderate risk flood zones and are located outside the community's delineated special flood hazard area and include the following:
 - a. Areas outside the one percent chance flood zone, but within the 0.2 percent chance flood zone, as determined by a detailed study;
 - b. Areas outside the 0.2 percent chance flood zone as determined by a detailed study; and
 - c. Areas that have not yet been studied.
- (4) The community reserves the right to require further studies for any development within its jurisdiction, if there is evidence that a potential flood hazard exists. Studies can be used to designate community flood hazard areas. Such evidence may include, but shall not be limited to:
 - a. Eyewitness reports of historic flooding or other reports of historic flooding deemed credible by the community;
 - b. Geologic features observed that resemble floodplains (such as flat areas along streams);
 - c. Proximity to manmade or natural constrictions such as road crossings that can cause backwater effects; and
 - d. Drainage basin characteristics such as drainage area, slope, percent impervious cover, land use, etc.;

- e. Community flood hazard area (CFHA), which would include areas anywhere within the city within a designated flood inundation area, drainage problem areas, street, flash, creek or river flooding areas, erosion areas or an area near or within a breach inundation area downstream of a dam.

(Ord. No. 3294, § 1(art. 5, § B), 9-7-2021)

Sec. 22-79. Specific standards for riverine zones (AE zones).

In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided, as set forth in section 22-26, the following provisions, in addition to the standards of section 22-77, are required:

- (1) Residential construction. New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding shall be provided in accordance with standards of subsection (4) of this section. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.
- (2) Nonresidential construction. New construction and substantial improvement of any commercial, industrial, or nonresidential building (including manufactured building) shall have the lowest floor, including basement, elevated one foot above the base flood elevation. Buildings located in all A zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation plus a minimum of one foot of freeboard are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A flood emergency operation plan and an inspection and maintenance plan must be provided by the design professional for the building. Such certification shall be provided to the floodplain administrator. New development proposals will be designed, to the maximum extent practicable, so nonresidential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.
- (3) In special flood hazard areas with base flood elevations (AE zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.

- (4) Enclosures. New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Total enclosed areas will be limited to 299 square feet. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.
- a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:
 1. Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls;
 2. The total net area of all openings shall be at least one square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;
 3. The bottom of all openings shall be no higher than one foot above interior grade (which must be equal to in elevation or higher than the exterior grade);
 4. Openings shall allow the passage of a three-inch sphere; and
 5. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls.
 - b. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
 - c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
 - d. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of this subsection (4). Periodic inspections will be conducted by the floodplain administrator to ensure compliance.
- (5) Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage and will be allowed up to no more than 299 square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood-resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated flood openings in accordance with the standards of

subsection (4)d of this section shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures.

- (6) Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area.
- (7) Standards for manufactured homes and recreational vehicles.
 - a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of subsection (4) of this section. Manufactured homes must be:
 1. Elevated on a permanent foundation to have its lowest floor elevated to no lower than one foot above the base flood elevation;
 2. Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement; and
 3. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the special flood hazard area.
 - b. All manufactured homes placed or substantially improved, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that the lowest floor of the manufactured home is elevated to no lower than one foot above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist floatation, collapse, and lateral movement.
 - c. All recreational vehicles placed on sites must either:
 1. Be on site for fewer than 180 consecutive days and shall leave the site and obtain a new permit before returning to the same site; and
 2. Be fully licensed and ready for highway use; or
 3. Must meet all the requirements for new construction, including anchoring and elevation requirements of subsection (7)a of this section.

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the state motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- (8) Floodways. Located within areas of special flood hazard adopted by reference in section 22-26 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:
- a. Prohibit encroachments, including fill, new construction, substantial improvements, and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge.
 - b. If subsection (8)a of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood damage prevention standards of this division.
 - c. Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured home (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of section 22-77(2), and the standards of subsections (1) through (4) of this section and the encroachment standards of subsection (8)a of this section, are met.
 - d. Encouraged uses within the floodway may include general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, athletic fields, play areas, picnic grounds, and hiking, horseback riding trails and driveways are acceptable uses, provided that they do not employ structures or fill. These encouraged uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

(Ord. No. 3294, § 1(art. 5, § C), 9-7-2021)

Sec. 22-80. Standards for streams without base flood elevations and floodways.

When base flood elevation data and floodway data are not available in accordance with section 22-25, in special flood hazard areas new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions, in addition to the standards of section 22-77 and the enclosure standards of section 22-79(4), shall apply:

- (1) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) that are a single lot or 1½ acres, whichever is lesser, include within such proposals base flood elevation data.
- (2) The floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of this division. When such data are available, standards of section 22-79 shall apply. If data is not available from subsection (1) of this section or outside sources, then the following provisions shall apply.

- (3) No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or 20 feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of section 22-79(4) shall apply.
 - (4) The floodplain administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of section 22-79 shall apply.
 - (5) Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.
 - (6) Notify, in riverine situations, adjacent communities and the state coordinating office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
 - (7) Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the special flood hazard area.
- (Ord. No. 3294, § 1(art. 5, § D), 9-7-2021)

Sec. 22-81. Standards for subdivision proposals and other proposed development.

The following standards apply to subdivision proposals and other proposed development within a special flood hazard area:

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards;
- (4) Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions) that are a single lot or five acres, whichever is the lesser;
- (5) All subdivision and other development proposals which involve disturbing more than 0.49 acres of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the 25-year, 24-hour frequency storm event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single-

family residential is excluded as deemed appropriate. Engineering detail and documentation including a stormwater plan for the site shall be required at the time of application as specified in chapter 28, land development code;

- (6) All preliminary plans for platted subdivisions shall identify the flood hazard area, the floodway boundary, dam breach inundation areas that are required to remain as open space, in accordance with section 22-77(18), and the elevation of the base flood;
- (7) All final subdivision plats will provide the boundary of the special flood hazard area, the floodway boundary, dam breach inundation areas that are required to remain as open space, in accordance with section 22-77(18), and the base flood elevations;
- (8) In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area, as defined in the land development code, outside the natural (non-filled) one percent chance annual floodplain. The buildable area shall be large enough to accommodate any primary structure and associated structures;
- (9) Approval shall not be given for streets within a subdivision, which would be subject to flooding in the base flood. All street surfaces must be located above the base flood elevation;
- (10) Each proposed parcel must have a designated buildable pad or site above the one percent chance floodplain. The distance of the buildable pad or site above the one percent chance floodplain shall depend on the slope of the ground and in accordance with the following table:

<i>Distance in Feet from A Zone (One Percent Chance Floodplain)</i>	<i>Minimum Slope from A Zone - One Percent Floodplain to Ground Level at Pad</i>
20	5%
30	3.33%
40	2.50%
50	2.0%
60	1.67%
70	1.43%
80	1.25%
90	1.11%
100	1.0%

Residential and nonresidential structures finished floor elevation also must be elevated 1½ feet above the adjacent average grade or one foot above highest adjacent street centerline as per the existing regulation, whichever is higher.

- (11) The subdivider/applicant must comply with the following:
 - a. Deed restrictions are required on the lot or lots prohibiting construction within the designated special flood hazard area or dam breach inundation areas and the requirement for lowest floor elevation.
 - b. Place a statement on the face of the final plat prohibiting construction in the designated area of special flood hazard or dam inundation areas.

(Ord. No. 3294, § 1(art. 5, § E), 9-7-2021)

Sec. 22-82. Critical facilities.

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet, six inches above the base flood elevation at the site (or to the 0.2 percent chance flood elevation, whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the 0.2 percent chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.
(Ord. No. 3294, § 1(art. 5, § F), 9-7-2021)

Secs. 22-83—22-102. Reserved.**DIVISION 4. VARIANCE PROCEDURES****Sec. 22-103. Designation and duties of variance and appeals board.**

(a) When it is alleged an error in any requirement, decision, or determination is made by the floodplain administrator in the enforcement or administration of this article or a request for a variance with any requirement of this article the Hattiesburg Planning Commission, hereafter known as the "HPC," as established by the city council, shall hear and decide appeals and requests for variances from requirements of this article.

(b) Any person aggrieved by the recommendation of HPC may appeal such decision to the city council.

(c) Any person aggrieved by the decision of the city council may appeal such decision to the circuit court, as provided in MCA 1972, § 11-51-75.

(d) Variances from the requirements of this article will not be issued except for:

- (1) Functionally dependent historic structures which meet all criteria in section 22-107; .
 - (2) Subdivision studies for properties in an A zone as outlined in section 22-81(10) and (11); or
 - (3) Properties that are fully compliant with wet floodproofing methods as outlined in section 22-19.
- (Ord. No. 3294, § 1(art. 6, § A), 9-7-2021)

Sec. 22-104. Variance procedures.

In passing upon such applications, the HPC shall consider all technical evaluations, relevant factors, and standards specified in other sections of this article, and:

- (1) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
 - (2) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The danger of life and property due to flooding or erosion damage;
 - (5) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
 - (6) The importance of the services provided by the proposed facility to the community;
 - (7) The necessity of the facility to be at a waterfront location, where applicable;
 - (8) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - (9) The compatibility of the proposed use with existing and anticipated development;
 - (10) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (11) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (12) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (13) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts;
 - (14) Upon consideration of factors listed above, and the purpose of this article, the HPC may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article;
 - (15) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (Ord. No. 3294, § 1(art. 6, § B), 9-7-2021)

Sec. 22-105. Conditions for variances.

- (a) Variances shall only be issued when there is:
- (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship; and

- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(b) The provisions of this article are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this article, considering the flood hazard, to afford relief. In the instance of a historic structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building. (See section 22-107.)

(c) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(d) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request.

(e) Upon consideration of the factors listed above and the purposes of this article, the HPC may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.

(f) Variances shall not be issued "after the fact."
(Ord. No. 3294, § 1(art. 6, § C), 9-7-2021)

Sec. 22-106. Variance notification.

(a) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage;
- (2) List the specific variance granted with the minimum requirement that was changed with the approved variance. List the article, section and subsection for which the variance was issued to;
- (3) Such construction below the base flood level increases risks to life and property.

(b) A copy of the notice shall be recorded by the floodplain administrator in the office of the chancery clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

(c) The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances to the Federal Emergency Management Agency and the Mississippi Emergency Management Agency upon request.
(Ord. No. 3294, § 1(art. 6, § D), 9-7-2021)

Sec. 22-107. Historic structures.

Variances may be issued for the repair or rehabilitation of historic structures only upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure.

- (1) The building must be a bona fide historic structure. As followed by definition.
- (2) The project must maintain the historic status of the structure. If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule. Written review and approval of proposed plans by the local historic preservation board and/or the historic planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.
- (3) Take all possible flood damage reduction measures. Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:
 - a. Locating mechanical and electrical equipment above the BFE or floodproofing it.
 - b. Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.
 - c. Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

(Ord. No. 3294, § 1(art. 6, § E), 9-7-2021)

Sec. 22-108. Special conditions.

Upon consideration of the factors listed in this division, and the purposes of this article, the HPC may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.

(Ord. No. 3294, § 1(art. 6, § F), 9-7-2021)

Sec. 22-109. Floodway.

Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

(Ord. No. 3294, § 1(art. 6, § G), 9-7-2021)

ARTICLE I. IN GENERAL

Secs. 24-1—24-18. Reserved.

ARTICLE II. SMOKING AND RELATED ISSUES**DIVISION 1. GENERALLY****Sec. 24-19. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bars means any premises where non-alcoholic or alcoholic beverages are sold or consumed, including but not limited to taverns, nightclubs, and cocktail lounges.

Business means any sole proprietorship, partnership, joint venture, corporation or other business entity, formed either for non-profit or profit-making purposes, including retail establishments where goods or services are sold, as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered, and private clubs.

Child care facility means any state licensed child care facility, including, but not limited to, licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and Head Start programs.

Cigar bar means a bar, as defined in this section, legally in operation, that generates 40 percent or more of its total annual gross income from the on-site sale of premium cigars and the rental of humidors, not including sales from vending machines. A cigar bar does not permit the smoking of cigarettes or vaping and shall not knowingly sell to or permit entrance to any person less than 21 years of age. A cigar bar shall only operate in a stand-alone building. A cigar bar shall be equipped with ventilation equipment that provides for eight to ten air changes per hour or one smoke eater ventilation unit per 500 square foot. A cigar bar shall not permit consumption of alcoholic beverages on premises, including alcoholic beverages brought by customers, without the appropriate license from the department of revenue alcohol beverage control permitting the sale of alcohol on the premises. A cigar bar shall not be permitted to hold a dance hall permit. A cigar bar shall close no later than 12:00 midnight.

City buildings means all city-owned and operated buildings and those portions of buildings leased and operated by the city.

Common areas of buildings means all areas not part of a tenant's leased premises including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

Employee means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, including those full-time, part-time, temporary or contracted from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.

Employer means any person, business, partnership, association, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one or more individual persons.

Enclosed area means all space between a floor and a ceiling which is enclosed on all sides by solid walls or windows (exclusive of doors or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, 'other landscaping' or similar structures.

Entrance means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

Health care facility means an office or institution providing care or treatment of diseases, whether physical, mental or emotional, or other medical physiological, or psychological conditions, including but not limited to hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, wards within and entrances into health care facilities.

Hotel and motel means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent, that is not an apartment complex or home.

Mall means an enclosed, indoor area containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.

Place of employment means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias, hallways and vehicles. This also includes private offices, elevators, medical facilities, stairs, vehicles and all other enclosed facilities. A private residence is not a place of employment within the meaning of this division unless used as a child care facility.

Private club means facilities owned or operated by an association or corporation, which does not operate for pecuniary gain or may or may not have employees and which may sell alcoholic beverages incidental to its operation. A private club may be a non-regulated private club which means a private club that does not have employees, therefore is not a place of employment, or regulated private club which means a private club that has employees, therefore is a place of employment. Affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted a section 501 exemption from the payment of federal income taxes as a club under 26 USC. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition. The term "private club" also means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion, thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain.

Private residence means premises owned, rented or leased for temporary or permanent habitation.

Public place means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to banks, bars, educational facilities, health care facilities, hotel and motel lobbies, laundromats, parking garages, public parks, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters and waiting rooms. A private club is a "public place" when being used for a function to which the general public is invited. A private residence is not a "public place" unless it is used as a child care, adult day care, health care facility or bed and breakfast.

Restaurant means an eating establishment including but not limited to coffee shops, cafeterias, sandwich stands, and private and public-school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

Service line means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the services involve the exchange of money.

Smoking means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah, or other lighted tobacco product in any manner or in any form.

Sports arena or venue means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, bowling centers and other similar places where members of the general public assemble to participate in or to witness sports, cultural, recreational or other events. (Ord. No. 2931, § 1, 11-21-2006; Ord. No. 3265, § 1, 11-5-2019; Ord. No. 3283, 12-22-2020)

Sec. 24-20. Application of division to city-owned facilities.

All enclosed facilities, including buildings and vehicles owned, leased, or operated by the city, shall be subject to the provisions of this article.

(Ord. No. 2931, § 2, 11-21-2006; Ord. No. 3265, § 2, 11-5-2019)

Sec. 24-21. Smoking prohibited in indoor public places.

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

- (1) Aquariums, galleries, libraries and museums.
- (2) Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, and retail service establishments.
- (3) Bars.
- (4) Bingo facilities.
- (5) Child care facilities.
- (6) City buildings.

- (7) Common areas in bed and breakfast establishments, hotels and motels and common areas of buildings.
 - (8) Convention facilities.
 - (9) Educational facilities.
 - (10) Elevators and enclosed stairwells.
 - (11) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.
 - (12) Health care facilities.
 - (13) Hotels and motels.
 - (14) Indoor shopping malls.
 - (15) Lobbies, hallways and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes and other multiple-unit residential facilities.
 - (16) Polling places.
 - (17) Non-regulated private clubs when being used for a function to which the general public is invited.
 - (18) Public forms of transportation, including but not limited to motor buses, taxicabs or other public passenger vehicles.
 - (19) Public bus transfer point shelters, public places including parking garages and jails.
 - (20) Retail stores.
 - (21) Restaurants.
 - (22) Restrooms, chambers, places of meeting or public assembly, including school buildings under the control of an agency, board, commission, committee or council of the city or a political subdivision of the state, to the extent the place is subject to the jurisdiction of the city.
 - (23) Service lobbies, waiting areas, and the common areas open to the public of financial institutions businesses and professional offices, and multi-unit commercial facilities.
 - (24) Sports arenas and venues.
 - (25) Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider.
- (Ord. No. 2931, § 3, 11-21-2006; Ord. No. 3265, § 3, 11-5-2019)

Sec. 24-22. Smoking prohibited in places of employment.

Smoking shall be prohibited in all enclosed facilities within places of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

(Ord. No. 2931, § 4, 11-21-2006; Ord. No. 3265, § 4, 11-5-2019)

Chapter 32

LICENSES, PERMITS, AND MISCELLANEOUS BUSINESS REGULATIONS*

Article I. In General

- Sec. 32-1. Hotels, lodginghouses, etc., required to maintain register; penalty.
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- Sec. 32-3. Circuses and animal shows required to obtain approval before showing exhibits.
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Article II. Adult Establishments

- Sec. 32-25. Booths or stalls prohibited.
- Sec. 32-26. Interior lighting.
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Article III. Garage, Carport, Yard, and Rummage Sales

- Sec. 32-49. Definitions.
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Article IV. Transient Vendors

- Sec. 32-82. Use of streets and sidewalks as places of trade or business.
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- Sec. 32-85. Transient vendors in general.
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- Sec. 32-87. Regulations applicable to transient vendors who sell fresh and frozen fish, meat and poultry.
- Sec. 32-88. Definitions.
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- Sec. 32-90. Penalties.
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Article V. Precious Metal and Gem Dealers

- Sec. 32-109. Dealer to notify police chief upon receiving information that any articles have been lost or stolen.

*State law reference—General powers of city, MCA 1972, § 21-17-5.

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Secs. 32-110—32-130. Reserved.

Article VI. Transient Precious Metal and Gem Purchasers

- Sec. 32-131. Definitions.
- Sec. 32-132. License—Required; fee.
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- Sec. 32-134. Report by hotel keeper.
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Article VII. Private Security Services, Private Security Guards and Private Investigators

- Sec. 32-156. Short title.
- Sec. 32-157. Terms.
- Sec. 32-158. Permit required.
- Sec. 32-159. Exclusion from article.
- Sec. 32-160. Application requirements for permit.
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- Sec. 32-162. Person prohibited from receiving permit.
- Sec. 32-163. Transferability of permit.
- Sec. 32-164. Suspension or revocation of permit.
- Sec. 32-165. Appeals of same.
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Article VIII. Public Dance Halls

- Sec. 32-191. Requirements.
- Sec. 32-192. Inspection.
- Sec. 32-193. License termination; reinstatement.
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Article IX. Food Trucks

- Sec. 32-216. Applicability.
- Sec. 32-217. Definitions.
- Sec. 32-218. Permit required for mobile food vending.
- Sec. 32-219. Location and operation.
- Sec. 32-220. Design standards.
- Sec. 32-221. Violations and penalties.

of \$500,000.00. Said policy shall inure to the benefit of any party who shall be injured or who shall sustain damage to property proximately caused by the negligence or wrongful conduct of a permittee, his/her servants, or agents. Said policy, or proof thereon, shall be filed with the city and said policy shall be issued by an insurance company authorized to do business in this state.

- (2) *Private security guards and private investigators.* No permit shall be issued to any private security guard or private investigator where that person is not employed by a private security service unless there is in full force and effect an umbrella or all-perils liability insurance policy in the minimum amount of \$500,000.00. Said policy shall inure to the benefit of any party who shall be injured or who shall sustain damage to property proximately caused by the negligence or wrongful conduct of a permittee, his/her servants, or agents. Said policy, or proof thereon, shall be filed with the city and said policy shall be issued by an insurance company authorized to do business in this state.
 - (3) *Notice.* The insurance policy, or proof thereof, filed with the city as required by this article, shall contain a provision or endorsement to the effect that the same shall not be cancelled for any cause by either party thereto unless and until 30 days' written notice is given to the city clerk and that such 30 days' notice, when given, shall commence to run from date notice is actually received at the city clerk's office.
 - (4) *Revocation.* Failure of any private security service or private investigator or private security guard when that person is not employed by a private security service to have liability insurance in force is cause for revocation and cancellation of the permit and identification card issued under the terms of this article.
- (Code 1989, § 18-65; Ord. No. 2380, § 11, 8-6-1991)

Secs. 32-167—32-190. Reserved.

ARTICLE VIII. PUBLIC DANCE HALLS*

Sec. 32-191. Requirements.

No public dance house, public dance hall or public dance room shall be permitted to be conducted or operated in the city unless the following requirements are met:

- (1) Such activity may be conducted only in commercially zoned areas.
- (2) In addition to the amount prescribed by state law, an annual fee in the amount now or hereafter established by the city must be paid by the owner or operator of such establishment to the city for a license authorizing the conduct of such public dancing, and the owner or operator must file with the city clerk proof of an umbrella or all-perils liability insurance in the minimum amount of \$50,000.00.

***State law reference**—Authority relative to public amusements, MCA 1972, § 21-19-33.

- (3) No license shall be issued until an application describing the proposed public dance premises is filed with the tax collection department of the city, and the chief of the fire department has inspected and approved said premises as meeting existing state fire code standards, including adequate fire and emergency exits and in accordance with the International Fire Code.
 - (4) No such public dancing shall be permitted on any property any part of which is within 200 feet of the property of any educational institution, university, college, high school, grammar school, private school, kindergarten, children's nursery, church or funeral home.
- (Code 1989, § 19-61; Ord. No. 1762, § 1, 8-23-1972)

Sec. 32-192. Inspection.

The interior and exterior premises of any building hereunder may be inspected at any reasonable times by the fire department and/or the police department of the city.

(Code 1989, § 19-62; Ord. No. 1762, § 2, 8-23-1972)

Sec. 32-193. License termination; reinstatement.

In the event there occur disturbances or misconduct of such nature or frequency as, in the opinion of the governing authorities of the city, render the continued operation of the public dancing licensed hereunder a menace, danger or hazard to the public safety, health, morals or general welfare, such license's activity and the license issued hereunder shall be terminated upon order of the governing authorities and not resumed until and unless the governing authorities reinstate said license. No such termination or reinstatement shall occur until after public hearing thereon by the governing authorities preceded by the issuance of written notice to the owner or operator of such establishment at least seven days prior to such hearing.

(Code 1989, § 19-63; Ord. No. 1762, § 3, 8-23-1972)

Sec. 32-194. Operation on Sundays, secular days prohibited.

It shall be unlawful for any activity hereby licensed to be conducted on Sunday after the hour of 2:00 a.m. and on weekdays between the hours of 2:00 a.m. and 12:00 noon. For organizations chartered by the United States Congress, it shall be unlawful to operate between the hours of 2:00 a.m. and 12:00 noon.

(Code 1989, § 19-64; Ord. No. 1762, § 4, 8-23-1972; Ord. No. 2269, § 2, 6-2-1987; Ord. No. 2485, 6-7-1994)

Secs. 32-195—32-215. Reserved.

ARTICLE IX. FOOD TRUCKS

Sec. 32-216. Applicability.

This article shall apply to all mobile food vendors desiring to become permitted to sell food and/or beverages in the city where authorized to do so. In order to promote creativity and not stifle ideas of

potential vendors, the city encourages all potential vendors to submit a full plan to be reviewed on a case-by-case basis. The plan will be approved, disapproved or more information will be requested in order to verify the plan does not jeopardizes public health, welfare, and safety of the city residents. (Ord. No. 3286, § 1, 1-19-2021)

Sec. 32-217. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Containment area means the area within 15 feet of any part of the mobile vending unit.

Mobile food preparation vehicle means a moveable car, van, truck, or trailer that includes any part of a self-contained kitchen in which food is prepared, processed or stored and used to sell and dispense food to the consumer. The unit must be on wheels at all times. This definition does not include pushcarts, which is defined below.

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

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

(Ord. No. 3286, § 2, 1-19-2021)

Sec. 32-218. Permit required for mobile food vending.

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

- (1) The name, mailing address, physical address, telephone number, and email address of the applicant. If any applicant is anything other than a natural person, then all documents related to the creation and maintenance of the entity such as articles of incorporation and any similar relevant documents shall be included.
- (2) A valid privilege tax license (PTL) or equal from a city or county within the state.
- (3) A food service permit from the state department of health.
- (4) All mobile pushcarts and mobile food preparation vehicles shall provide a state tax number issued by the state department of revenue.

- (5) Approval from the city fire inspector.
 - (6) A City of Hattiesburg Property Owner Consent Form for each proposed location of operation.
 - (7) All permit applicants must operate under a central kitchen within Forrest or Lamar County that is approved by the state department of health for food service. A mobile food preparation vehicle may be certified by the state department of health as a central kitchen. The city must approve the location where the applicant will dispose of grease and wastewater.
 - (8) A list of products to be sold.
 - (9) A site plan showing the proposed location of the mobile vending unit for each private parcel. Additional locations may be added at any time after initial permit approval, provided the locations meet the requirements of this article.
 - (10) Proof of a valid business insurance policy that provides minimum liability coverage of \$500,000.00 per mobile vending unit, with the city named as an additional insured.
 - (11) A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.
 - (12) Copies of all letters and other notices from any governmental, quasi-governmental, professional, or business association or entity, related directly or indirectly to alleged or actual improper conduct in the food service business, issued to the applicant or any person who will have responsibility for operations of the mobile vending unit for which a permit is requested. Include all related response and follow up documents showing any result, finding or action.
 - (13) The dates, jurisdiction, court, and disposition of the following:
 - a. All felony charges related to the applicant or any principal of the applicant; and
 - b. All misdemeanors and violations directly or indirectly related to food, food preparation, permit operations, and/or business operations, related to the applicant or any principal of the applicant.
 - (14) A police background screen for the city and from the jurisdiction of the applicant's residence, if different from the city.
 - (15) Such other additional information required by law, rule, or ordinance, or that any department of the city or city council, or the permit applicant reasonably deems appropriate to assist the city in determining whether the permit should be granted. The applicant shall be provided reasonable time to supplement the application. The city reserves the right to deny any permit request it deems to be a danger to public health, welfare, and safety based on the information provided in the application.
- (b) Permits cost shall be an annual fee in the amount now or hereafter established by the city. Permit fees for applications received on or after July 1 will be an annual fee in the amount now or hereafter established by the city. Subsequent annual renewals are due on January 1 of each year.
- (c) Permit holders may be required to remove private materials or accessories to allow utility access for emergency and maintenance operation, or both.

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

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

(f) Permits are non-transferable, unless subsection (g) of this section applies.

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

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

(i) The city may revoke and terminate the permit in the event the vendor violates any term, condition, or provision of the permit, this Code and/or zoning ordinances, state and/or federal law, or if the permit/license issued by the city for the permitted activity is revoked. The procedures for revoking or terminating a permit shall be the same as revoking or terminating a permit/license. The revocation may be sought as a remedy in a civil action. The vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to the Planning Division of the Department of Urban Development. Termination of the permit shall not operate to relieve the vendor of the obligation to release, hold harmless, and indemnify the city and its officers, agents, and employees. (Ord. No. 3286, § 3, 1-19-2021)

Sec. 32-219. Location and operation.

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

locations and setup of mobile food service vendor units. If an applicant is denied and wishes to appeal his/her grievance, he/she may request an order approving his/her application to the city council at a regular scheduled meeting and said item will be considered approved or disapproved.

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

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

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

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

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

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

(g) The sale of alcoholic beverages is prohibited except within designated entertainment districts, as defined by this Code and provided that the vendor has obtained proper legal permits from the alcoholic beverage control division of the state.

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

(i) The mobile food vendors shall not provide public seating or tables at which food may be consumed. Other tables, stands, shelves, bins, equipment, signs, covers, or any kind of accessory or feature shall be prohibited unless the same was accurately described and included in the application, and was fairly included in the picture or other graphics required as part of the application.

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

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

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

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

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

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

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

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

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

(Ord. No. 3286, § 4, 1-19-2021)

Sec. 32-220. Design standards.

All mobile vending units must meet the following design standards:

- (1) All mobile vending units must be capable of independently providing all necessary utilities for operation in order to maintain compliance with all state department of health codes. This requires that the unit is not connected or attached to any building or structure, and does not receive power from any building by means of wires or other connections.
- (2) Where used, umbrellas or canopies must be attached to the cart and must not exceed eight feet in height above grade. Maximum diameter of canopies and umbrellas shall not exceed six feet and shall not interfere with pedestrian movement. No mobile vending unit shall have more than two umbrellas.

- (3) All signage affiliated with units shall comply with the city sign ordinance, as it pertains to temporary freestanding signage. One sign is permitted, provided that it does not exceed five feet in height, provided that it does not impede reasonable pedestrian access, and provided that the sign is removed from the site each day at the close of business.
 - (4) Food vendors may place a maximum of three accessory containers, including coolers, within their containment area so long as they are neatly arranged or stacked to avoid visual clutter.
 - (5) No accessory container shall be more than three feet from the unit.
 - (6) Accessory containers must be made of hard substances such as hard plastic or a metal and may not be made by expanded polystyrene plastic, paper, paperboard, or cardboard.
 - (7) One chair is permitted, per employee, for the vendor's use. No public seating is allowed.
 - (8) Mobile vending units may not be stored, parked or left overnight on city property.
- (Ord. No. 3286, § 5, 1-19-2021)

Sec. 32-221. Violations and penalties.

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

- (1) A fine not exceeding \$150.00 for a first violation.
- (2) A fine not exceeding \$250.00 for a second violation within one year of any prior violation.
- (3) A fine not exceeding \$500.00 for a third or more violation within one year of the first.

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

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

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

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

(Ord. No. 3286, § 6, 1-19-2021)

Chapter 38

OFFENSES AND MISCELLANEOUS PROVISIONS*

Article I. In General

- Sec. 38-1. Unoccupied premises to be locked.
- Sec. 38-2. Use, purchase, possession, distribution, sale or offering for sale of synthetic cannabinoids or other synthetic products used as alternatives for marijuana and other controlled substances.
- Sec. 38-3. Possession of 30 grams or less of marijuana.
- Secs. 38-4—38-22. Reserved.

Article II. Offenses Involving Public Safety

- Sec. 38-23. Air guns; discharging in city.
- Sec. 38-24. Firearms; discharging in city.
- Sec. 38-25. Prohibiting the reckless endangerment of any person or any property and providing penalty.
- Sec. 38-26. Panhandling.
- Secs. 38-27—38-53. Reserved.

Article III. Offenses Involving Public Peace and Order

Division 1. Generally

- Secs. 38-54—38-79. Reserved.

Division 2. Noise

- Sec. 38-80. Noise and sound level regulation.
- Sec. 38-81. General prohibitions.
- Sec. 38-82. Noisy vehicles generally.
- Sec. 38-83. Amplified sound.
- Sec. 38-84. Noisy animals and birds.
- Sec. 38-85. Permit required for use of outdoor sound amplification equipment.
- Sec. 38-86. Defenses.
- Sec. 38-87. Enforcement.
- Secs. 38-88—38-117. Reserved.

Article IV. Offenses Involving Governmental Functions

- Sec. 38-118. Abusing police officers.
- Sec. 38-119. Interfering with city employee unlawful; penalty.
- Sec. 38-120. Impersonation as a law enforcement officer within city limits unlawful.
- Secs. 38-121—38-138. Reserved.

***State law references**—General powers of city, MCA 1972, § 21-17-5; misdemeanors as municipal ordinances, MCA 1972, § 21-13-19.

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Article V. Offenses Involving Underage Persons

Division 1. Generally

Secs. 38-139—38-159. Reserved.

Division 2. Juvenile Curfew

Sec. 38-160. Title.
Sec. 38-161. Definitions.
Sec. 38-162. Offenses.
Sec. 38-163. Defenses.
Sec. 38-164. Enforcement.
Sec. 38-165. Penalties.
Sec. 38-166. Continuing evaluation.
Secs. 38-167—38-185. Reserved.

Division 3. Tobacco and Tobacco Products

Sec. 38-186. Definitions.
Sec. 38-187. Possession by persons under age 18 prohibited.
Sec. 38-188. Use by persons under age 18 prohibited.
Sec. 38-189. Possession on school property and at school sponsored events prohibited.
Sec. 38-190. Use on school property and at school sponsored activities by persons under age 18 prohibited.
Sec. 38-191. Use on school property and at school sponsored activities by persons over age 18 prohibited.
Sec. 38-192. Possession, purchase and use by persons under age 18 prohibited.
Sec. 38-193. Violation of division by juveniles.
Sec. 38-194. Violation by persons age 18 and older.
Secs. 38-195—38-215. Reserved.

Article VI. Public Assembly

Sec. 38-216. Definitions.
Sec. 38-217. Permit required.
Sec. 38-218. Application required.
Sec. 38-219. Standards for issuance.
Sec. 38-220. Notice of rejection.
Sec. 38-221. Appeal procedure.
Sec. 38-222. Alternative permit.
Sec. 38-223. Notice to city and other officials.
Sec. 38-224. Contents of permit.
Sec. 38-225. Duties of permittee; possession of permit.
Sec. 38-226. Public conduct during permitted activity.
Sec. 38-227. Revocation of permit.
Sec. 38-228. Indemnification and insurance.

Sec. 38-189. Possession on school property and at school sponsored events prohibited.

It shall be unlawful for any person under the age of 18, including students over age 18 and older, to possess any tobacco and/or tobacco products within the corporate limits of the city.
(Ord. No. 2706, § 4, 10-19-1999)

Sec. 38-190. Use on school property and at school sponsored activities by persons under age 18 prohibited.

It shall be unlawful for any person under the age of 18, including students age 18 or older, to use tobacco and/or tobacco products at any school sponsored activity within the corporate limits of the city.
(Ord. No. 2706, § 5, 10-19-1999)

Sec. 38-191. Use on school property and at school sponsored activities by persons over age 18 prohibited.

It shall be unlawful for any person age 18 or older, who is not a student, to use tobacco and/or tobacco products on school property and/or at any school sponsored activity within the corporate limits of the city when such use is not in accordance with school policy on adult tobacco and/or tobacco product use.
(Ord. No. 2706, § 6, 10-19-1999)

Sec. 38-192. Possession, purchase and use by persons under age 18 prohibited.

It shall be unlawful for any person under the age of 18 to possess, purchase or attempt to purchase, and/or use tobacco and/or tobacco products within the corporate limits of the city.
(Ord. No. 2706, § 8, 10-19-1999)

Sec. 38-193. Violation of division by juveniles.

Any juvenile, or person under the age of 18, who is found guilty of violating this division, shall be punished as follows:

- (1) For a first conviction, a fine of no more than \$100.00 or 30 hours of community service or both.
- (2) As an alternative to imposing community service as punishment on a first offence, any person under the age of 18 who is found guilty of violating this division may be punished by requiring such person to attend and complete a tobacco education program and/or tobacco use cessation program. Those persons found guilty of violating this division who are required to attend one or both of the programs provided above may be required to pay for the reasonable cost of their attendance and completion of such program in lieu of a fine of \$100.00.
- (3) For a second conviction, a fine of \$150.00 or 40 hours of community service or both.
- (4) For any third or subsequent conviction, a fine of \$200.00 and 50 hours of community service or both.

(Ord. No. 2706, § 9, 10-19-1999)

State law reference—Penalty for ordinance violations, MCA 1972, § 21-13-1.

Sec. 38-194. Violation by persons age 18 and older.

Any person age 18 or older who is found guilty of violating this division shall be punished by a fine of \$100.00 or no more than 30 hours of community service, or both.

(Ord. No. 2706, § 10, 10-19-1999)

State law reference—Penalty for ordinance violations, MCA 1972, § 21-13-1.

Secs. 38-195—38-215. Reserved.

ARTICLE VI. PUBLIC ASSEMBLY

Sec. 38-216. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief of police means the chief of police of the city.

Parks permit means a permit obtained from the director of the parks and recreation department as required by this article. This permit type is only required if a person seeks to:

- (1) Exclusively rent and exclusively use a stage or a covered structure such as pavilion or building ("qualifying structure");
- (2) Exclusively rent and exclusively use special electrical or special events equipment that regular park users cannot use and cannot otherwise access ("qualifying equipment");
- (3) Sell merchandise or food; or
- (4) Charge a fee for entry.

Other than this permit, the parks and recreation department may not require any other permit or approval for a gathering or public assembly in a place it operates.

Person means any person, firm, partnership, association, corporation, company or organization of any kind.

Public assembly means any march, meeting, demonstration, picket line, rally or gathering for a common purpose as a result of prior planning with an intent of attracting public attention upon the streets, parks or other public grounds (hereinafter together referred to as a "gathering") that interferes with the normal flow or regulation of pedestrian or vehicular traffic.

Public assembly permit means a permit obtained from the chief of police as required by this article.
(Ord. No. 3299, § 1, 11-16-2021)

Sec. 38-217. Permit required.

(a) Persons organizing a gathering may be required to obtain a public assembly permit, a parks permit, neither, or both, as required by this article. The only instance in which both permit types are required is if a gathering:

- (1) Requires a public assembly permit; and
- (2) Also independently requires a parks permit to rent qualifying structures or equipment; sell merchandise or food; or charge an entry fee in a place operated by the park and recreation department.

(b) If both permits are required, they may be submitted concurrently, and neither permit application may require submission of the other as part of its application.

(c) Even where a public assembly permit or a parks permit is not required for a gathering, all gathering participants are required to comply with all local, state and federal laws, ordinances, and regulations governing public safety or health, including those pertaining to alcohol beverages, firearms, glass containers, skateboards, scooters, roller blades, or dogs.

(d) The public assembly and the parks permitting process shall not incorporate any requirements or conditions that are not enumerated in this article, including in permit application forms or agreements.

(e) Public assembly permit. No person shall engage in, participate in, aid, form or start any public assembly, unless a permit shall have been obtained from the chief of police. The following activities are exempt from having to obtain a public assembly permit from the chief of police regardless of where they take place:

- (1) A gathering of 50 or fewer people (who comply with traffic regulations).
- (2) A gathering of any size that does not interfere with the normal flow or regulation of pedestrian or vehicular traffic upon the sidewalks, streets, parks or other public grounds.
- (3) A parade. See chapter 46, article VI regarding obtaining a permit for a parade.

(f) Parks permit. No person, in a place operated by the parks and recreation department, may rent a qualifying structure or qualifying equipment as described in this article; sell merchandise or food; or charge an entry fee unless a parks permit shall have been obtained from the director of the parks and recreation department. The following activities are exempt from having to obtain a parks permit: All gatherings and public assemblies that do not include any of the following:

- (1) Exclusive rental of a qualifying structure or qualifying equipment as described in this article;
- (2) Selling merchandise or food;
- (3) Charging a fee for entry.

(Ord. No. 3211, § 1, 3-7-2017; Ord. No. 3299, § 2, 11-16-2021)

Sec. 38-218. Application required.

(a) *Non-discretion.* The chief of police and the director of the parks and recreation department shall grant all public assembly and parks permits which satisfy permitting requirements and standards for issuance as required under this article, regardless of content or viewpoint, and shall use objective, non-discretionary criteria to resolve conflicts due to applications submitted for events that overlap in time and place so much that they cannot both be held as requested.

(b) *Public assembly permit.* A person seeking the issuance of a public assembly permit shall file an application with the chief of police on forms provided by the chief of police; the form must comport with this article and not include terms that infringe on the constitutional rights of requestors.

- (1) *Filing period.* An application for a permit for a public assembly shall be filed with the chief of police on forms provided by the chief of police. Applications for a public assembly shall be filed at least 72 hours before the proposed public assembly is proposed to occur.
- (2) *Waiver of time limit.* The time limitations prescribed in this section may be waived by the chief of police in those instances where the applicant can show:
 - a. Because of unusual circumstances, it was impossible to have made application within such time limitations;
 - b. The nature or conduct of the event would not be dangerous or harmful to the public health, safety and welfare of the residents of the city and the police department;
 - c. The police department and other city services and personnel have adequate time to provide for public safety; and
 - d. The time, route or size of the event will not substantially interrupt the safe and orderly movement of traffic contiguous to the event site or route, or disrupt the use of a street at a time when it is usually subject to significant traffic congestion.
- (3) *Application fee.* A fee will be assessed according to a uniform published fee schedule in the amount now or hereafter established by the city and that is a percentage of the amount necessary to defray actual administrative expenses incident to processing.
 - a. This fee cannot be designed to raise revenue for the city. It shall be paid to the chief of police by the person applying for the permit at the time of the filing of the application, which fee shall be delivered into the general fund of the city.
 - b. Indigent persons are persons who are unable to pay the established application fee absent undue hardship. Indigent persons shall not be required to pay an application fee greater than an annual fee in the amount now or hereafter established by the city. Indigency shall be established where an applicant's income is at or below 125 percent of the federal poverty guidelines. If the applicant's income is greater than that amount, the chief of police, upon request, shall apply uniform, pre-determined, content-neutral, and objective criteria to make an indigency determination.

(c) *Parks permit.* A person seeking the issuance of a parks permit shall file an application with the director of parks and recreation; the form must comport with this article and not include terms that infringe on the constitutional rights of requestors.

- (1) *Filing period.* The director of parks and recreation department or his or her designee shall, within 48 hours of receiving the request, notify the applicant as to whether the permit is granted or not.
- (2) *Waiver of time limit.* The time limitations prescribed in this section may be waived by the director in those instances where the applicant can show:
 - a. Because of unusual circumstances, it was impossible to have made application within such time limitations;
 - b. The nature or conduct of the event would not be dangerous or harmful to the public health, safety and welfare of the residents of the city;
 - c. City services and personnel have adequate time to provide for public safety; and
 - d. The time, route or size of the event will not substantially interrupt the safe and orderly movement of traffic contiguous to the event site or route, or disrupt the use of a street at a time when it is usually subject to significant traffic congestion.
- (3) *Application fee.* Rental fees according to a uniform published fee schedule shall be paid to the parks and recreation department, and the rental shall be governed by terms and conditions that comply with this article.

(Ord. No. 3299, § 3, 11-16-2021)

Sec. 38-219. Standards for issuance.

(a) *Public assembly permit.* The chief of police shall issue a public assembly permit as provided for hereunder when, from a consideration of the application, the chief finds that the conduct of such public assembly will not substantially interfere with the movement of firefighting equipment en route to a fire or the movement of other emergency equipment.

(b) *Parks permit.* The director of the parks and recreation department shall issue a parks permit as provided for hereunder when, from a consideration of the application, the director finds that the qualifying structure or qualifying equipment requested is available for use on the date and at the time requested; the selling of food or merchandise does not violate other laws; and fees charged are not solely for private profit.

(Ord. No. 3299, § 4, 11-16-2021)

Sec. 38-220. Notice of rejection.

(a) *Public assembly permit.* The chief of police shall act upon each application for a public assembly permit within 48 hours. If the chief of police disapproves the application, notice will be sent by telephone, email, or mail to the applicant, as the applicant indicates.

(b) *Parks permit.* The same procedure shall apply regarding how the director of the parks and recreation department shall act upon a parks permit application.
(Ord. No. 3299, § 5, 11-16-2021)

Sec. 38-221. Appeal procedure.

Any person who has been denied a public assembly permit or a parks permit, and who filed an application for the public assembly permit or parks permit in accordance with the filing period, shall have the right to appeal the denial to the city council. The appeal must be filed with the chief of police or the director of the parks and recreation department, depending on the permit type sought, within five business days of receiving the notice of denial. The city council shall consider and act upon the appeal at its next regular meeting.
(Ord. No. 3299, § 6, 11-16-2021)

Sec. 38-222. Alternative permit.

(a) *Public assembly permit.* The chief of police, in denying an application for a public assembly permit, shall be empowered to authorize an alternate permit to conduct the public assembly on a date, time, or route different from that named by the applicant. Once offered an alternate permit, the applicant shall have two business days to file a written notice of acceptance with the chief of police. An alternate public assembly permit shall conform to public assembly permit requirements and shall have the effect of a public assembly permit under this article.

(b) *Parks permit.* The same procedure shall apply to the director of the parks and recreation department and applications for park permits.
(Ord. No. 3299, § 7, 11-16-2021)

Sec. 38-223. Notice to city and other officials.

Immediately upon the issuance of a public assembly permit, the chief of police shall send a copy thereof to the following:

- (1) The chief administrative officer;
- (2) The director of public works;
- (3) The fire chief;
- (4) The director of parks and recreation.

(Ord. No. 3299, § 8, 11-16-2021)

Sec. 38-224. Contents of permit.

Each public assembly permit and parks permit shall state the following information:

- (1) Date of activity sought to be permitted.
- (2) Starting time and termination time.
- (3) Locations to be used, occupied, or traversed and any qualifying equipment to be rented.

- (4) Approximate number of participants expected.
 - (5) Such other information as the chief of police or director of the parks and recreation department shall deem appropriate or find necessary to the enforcement of this article.
- (Ord. No. 3299, § 9, 11-16-2021)

Sec. 38-225. Duties of permittee; possession of permit.

A public assembly or parks permittee hereunder shall comply with all permit directions and conditions and with applicable laws and ordinances.

(Ord. No. 3299, § 10, 11-16-2021)

Sec. 38-226. Public conduct during permitted activity.

No person shall unreasonably hamper, obstruct or impede, or interfere with any event granted a permit under this article.

(Ord. No. 3299, § 11, 11-16-2021)

Sec. 38-227. Revocation of permit.

The chief of police shall have the authority to revoke a public assembly permit issued hereunder upon violation of the standards for issuance as herein set forth.

(Ord. No. 3299, § 12, 11-16-2021)

Sec. 38-228. Indemnification and insurance.

(a) Public assembly permit. No insurance shall be required for a public assembly event, where it is composed of pedestrians only and does not include any vehicles.

(b) Parks permit. Certain gatherings or public assemblies, those which:

- (1) Require a parks permit pursuant to this article (due to qualifying rentals, sales, or entry fees); and
- (2) Have crowd expectations of more than 100;

shall be required to provide general liability insurance for a minimum of \$500,000.00 with the city listed as certificate holder. Insurance coverage shall be provided to the city at least ten calendar days prior to the scheduled event.

(c) Both public assembly permits and park permits shall not require provisions:

- (1) Requiring persons to indemnify the city for loss caused by the city or by the actions of spectators or third parties.
- (2) Requiring persons to purchase insurance against loss caused by the city or by the actions of spectators or third parties.
- (3) Requiring persons to be legally or financially responsible for the conduct of spectators or third parties.

(4) Requiring persons to purchase insurance based on the content of a gathering or event.
(Ord. No. 3299, § 13, 11-16-2021)

Chapter 46

STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

Article I. In General

- Sec. 46-1. Base or datum level established.
- Sec. 46-2. Street widths.
- Sec. 46-3. Tree branches overhanging sidewalks.
- Sec. 46-4. Automobile repairs, cleanings, storage or display for sale, rent or hire on streets prohibited.
- Sec. 46-5. Abutting property owners required to keep sidewalks free from obstructions.
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article and when the conductors are found to be unsafe to life and property, he/she shall notify the person owning or operating the same, to place the same in safe condition as early as possible and within 48 hours and it shall be his/her duty to do so.

(Code 1989, § 23-51; Ord. No. 446, § 8, 3-9-1916)

Sec. 46-148. Unsafe poles; penalty.

(a) It shall be unlawful for any poles used to carry or support wires of any kind to be or remain in an unsafe condition on or along the streets, avenues, alleys and public places in the city.

(b) Any person whose duty it is to see that such poles are maintained in reasonably safe condition, or shall neglect or fail to do so, shall be subject to the penalties of this chapter.

(Code 1989, § 23-52; Ord. No. 603, §§ 1—3, 6-5-1919)

Sec. 46-149. Permits.

In case any person desires to place along or across any of the streets, alleys, or public places of the city, wires, tubes, or cables, and shall with the application and plat file in the office of the city clerk the written consent of any telephone or telegraph company doing business in the city to the placing of such wires, tubes or cables, upon the poles of the telegraph or telephone company situated in the streets, alleys or public places named in such application, then the governing authorities are hereby authorized to grant a permit for such occupancy of the poles of such telegraph or telephone company with the restrictions, regulations and qualifications, as may be prescribed by the governing authorities.

(Code 1989, § 23-53; Ord. No. 446, § 9, 3-9-1916)

Sec. 46-150. Unsafe wires.

Whenever any electric wires shall be broken or be in unsafe condition, it shall be the duty of the owner of such wires, or the president or the manager of the company owning or controlling such wires, to cause the current to be discontinued until such wire is in a safe condition.

(Code 1989, § 23-54; Ord. No. 446, § 10, 3-9-1916)

Sec. 46-151. High potential wires.

High potential wires when running parallel must not be nearer each other than forty inches. Specific exception is hereby made to secondary lighting and power wires which may be carried at a distance of not less than 18 inches below high potential wires.

(Code 1989, § 23-55; Ord. No. 446, § 11, 3-9-1916)

Secs. 46-152—46-160. Reserved.

ARTICLE VI. PARADES AND BLOCK PARTY EVENTS

DIVISION 1. GENERALLY

Secs. 46-161—46-170. Reserved.

DIVISION 2. PARADES

Sec. 46-171. Short title.

This division shall be known and may be cited as the "Parade Ordinance of the City."
(Ord. No. 3211, § 1, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-172. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief of police means the chief of police of the city.

Parade means any procession or motorcade consisting of animals, vehicles, floats, or a combination thereof upon the streets, parks or other public grounds with an intent of attracting public attention that interferes with the normal flow or regulation of traffic upon the streets, parks or other grounds.

Parade marshal means a person designated to walk the parade route, with other parade marshals, alongside a parade vehicle or float to help maintain an orderly process, particularly with the flow of pedestrian traffic.

Parade permit means a permit as required by this article.

Person means any person, firm, partnership, association, corporation, company or organization of any kind.
(Ord. No. 3211, § 2, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-173. Permit required.

(a) No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the chief of police.

(b) This division shall not apply to a public assembly. See chapter 38, article VI, regarding obtaining a permit for a public assembly.

(c) If a parade is planned to conclude at a city-owned outdoor facility (such as a city-owned park), the person seeking issuance of a parade permit shall seek a parks use permit if one is required under chapter 38, article VI, and pursuant to the procedures described therein.
(Ord. No. 3211, § 3, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-174. Application required.

A person seeking the issuance of a parade permit shall file an application with the chief of police on forms provided by the chief of police.

- (1) *Filing period.* An application for a permit for a parade shall be filed with the chief of police on forms provided by the chief of police. Application for a parade permit shall be filed with the chief of police at least 30 days before the date the proposed parade is to occur.

- (2) *Waiver of time limit.* The time limitations prescribed in this section may be waived by the chief of police in those instances where the applicant can show:
- a. Because of unusual circumstances, it was impossible to have made application within such time limitations;
 - b. The nature or conduct of the event would not be dangerous or harmful to the public health, safety and welfare of the residents of the city and the police department;
 - c. The police department and other city services and personnel have adequate time to provide for public safety; and
 - d. The time, route or size of the event will not substantially interrupt the safe and orderly movement of traffic contiguous to the event site or route, or disrupt the use of a street at a time when it is usually subject to significant traffic congestion.
- (3) *Contact and "throws" information.* If applicable, accurate contact information for the parade chair and marshals and specific information related to candy, favors and other "throws" to be tossed during the parade shall be provided, including:
- a. The name, address, telephone number and email address of the person who will be the parade chair and who will be responsible for its conduct.
 - b. The names, addresses, telephone numbers and email addresses of the persons who will be parade marshals.
 - c. The names, addresses, telephone numbers and email addresses of the riders from each vehicle or float who are designated to distribute "throws" during the parade; this information may be provided before the event, but shall be provided on the day of the parade.
 - d. For each participating float or vehicle, a list of candy, favors, and other "throws" that have been pre-approved by the parade chair for distribution during the parade; this information may be provided before the event, but shall be provided on the day of the parade.
 - e. The date when the parade is to be conducted.
 - f. The route to be traveled, the starting point, the termination point, any intermediate stopping points and the length of time of such stops.
 - g. The approximate number of individuals and vehicles, with a description of the vehicles, that will constitute the parade.
 - h. The hours the parade is to begin and end.
 - i. A statement that describes what portion of the width of the streets the parade will occupy.
 - j. The location by street of the designated assembly area for the proposed parade.
 - k. The time that parade units will begin to assemble at the designated assembly area.
 - l. If the parade is designed to be held by, on behalf of, or for any person other than the applicant, the applicant for such permit shall file with the chief of police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his/her behalf.

- m. Any additional information which the chief of police shall find reasonably necessary to a fair determination as to whether a permit should be issued.
 - n. A receipt for the fee hereinafter prescribed.
 - (4) *Application fee.* A fee in the amount now or hereafter established by the city to cover the expenses incident to processing shall be paid to the chief of police by the person applying for the permit at the time of the filing of the application, which fee shall be delivered into the general fund of the city.
 - (5) *Nondiscrimination.* The chief of police shall uniformly consider each application upon its merits and shall not discriminate in granting or denying permits under this division based on political, religious, ethnic, race, disability or gender-related grounds.
- (Ord. No. 3211, § 4, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-175. Standards for issuance.

The chief of police shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he/she finds that:

- (1) The conduct of the parade will not substantially interrupt the normal, safe and orderly movement of other traffic contiguous to its route.
- (2) The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city. Toward that end, parade marshals will assist with the orderly flow of the parade and will be required for each parade as follows:
 - a. The parade chair will be responsible for providing the names, addresses, telephone numbers, email addresses and parade positions of the parade marshals for each parade float or vehicle.
 - b. Any individual or organization sponsoring a parade float or vehicle shall provide one parade marshal on each side of the float or vehicle it is sponsoring. In no case will there be less than two parade marshals, one on each side, for a parade vehicle.
- (3) The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire or the movement of other emergency equipment.
- (4) The conduct of the parade is not reasonably likely to cause injury to persons or property, or to provoke disorderly conduct or create a disturbance.
 - a. Each individual and/or organization sponsoring a parade float or vehicle shall submit a list of specific "throws" to the parade chair for approval prior to the event; these lists may be submitted on the day of the event.
 - b. Candy, favors and other "throws" tossed from parade vehicles shall be family-friendly, (i.e., appropriate for children and all other members of an average family). No materials of a sexually explicit nature may be thrown or distributed during, before or after the parade.

- c. No parade participant, while on the parade route or in a parade staging area or disbanding area, shall throw, distribute, possess or control any of the following:
 - 1. Confetti canisters of any type or brand. The term "confetti canisters" shall be defined as items that contain metallic or paper confetti streamers or other string-like substances that are expelled or discharged under pressure into the air;
 - 2. Silly string or other similar items that, when used, emit an adhesive string-like or adhesive streamer-like substance that is expelled or discharged from a pressurized container;
 - 3. Candy, favors or trinkets of a sexually explicit nature. This is to include condoms, prophylactics and/or any other sexually oriented devices or paraphernalia;
 - 4. Alcoholic beverages, including Jello shots;
 - 5. Throws or trinkets that contain sharp edges or points, including, but not limited to, plastic or wooden spears and plastic, paper or silk flowers with wire stems;
 - 6. Bomb bags or other throws or trinkets of any type or brand that explode or detonate;
 - 7. Stink bombs or stink sprays of any type or brand. The terms "stink bombs" and "stink sprays" are defined as devices that emit an odorous substance when used;
 - 8. Boxes, including, but not limited to, corrugated boxes;
 - 9. Laser pointers and/or any similar device that emits a highly amplified ultraviolet or infrared light;
 - 10. Glass, except for eyeglasses;
 - 11. Any life-threatening object and/or noxious substances or liquids.
- d. Each individual and/or organization sponsoring a parade float or vehicle shall submit a list of those riders designated to distribute candy, favors and other "throws"; this list may be submitted on the day of the event.
 - 1. At no time shall the driver of a parade vehicle toss or distribute "throws."
 - 2. No "throws" of any kind shall be tossed or handed out to the front or rear of a parade float or other parade vehicle.
 - 3. No "throws" of any kind shall be tossed or handed out in the assembly or disbanding areas of the parade.
- e. Horses and other animals are prohibited, except for dogs and other adoptable animals from a city or county shelter that are featured on an approved parade float and controlled per regulations listed in subsection (7)c of this section.
- f. Four-wheelers and other types of all-terrain vehicles (ATVs) are prohibited.
- g. The minimum age for participants walking in a parade shall be set at age ten. Said minimum age of ten shall apply to members of bands and dance groups and to flag bearers, mascots, and others who typically participate in parades.

- h. All drivers shall be at least 18 years of age and shall have a valid driver's license. All drivers of pull vehicles must have sufficient training from the tractor or float provider prior to the parade.
 - i. All parade participants, whether on floats, in vehicles, or marching, shall be attired decently; no sexually indecent clothing or characterizations shall be allowed. Individuals and organizations participating in parades are prohibited from conduct, displays or behaviors that the general public would consider vulgar, indecent, shocking or offensive.
 - j. Music played in any parade must be acceptable for public airwaves, and must not contain any words deemed unacceptable by the Federal Communications Commission.
 - k. No person shall be allowed to participate in a parade if obviously intoxicated.
 - 1. The consumption of alcohol, including beer, in the assembly area of the parade is forbidden.
 - 2. Drivers of parade floats or vehicles are prohibited from consuming alcoholic beverages during the parade, or 12 hours prior to it. Drivers are not allowed to drink alcoholic beverages during the parade or to operate a parade vehicle while under the influence of alcohol or drugs.
 - l. It shall be illegal for any person to smoke while on a float or vehicle before, during or after the parade, or any other time or place deemed unsafe by the parade organization or the city fire department.
 - m. All tires on floats and vehicles pulling floats shall be in good condition.
 - n. All decorations and attachments on each float shall be securely fastened, with no sharp, pointed or cornered objects on the exterior. No protruding nails shall be allowed on floats.
 - o. No float rider shall sit on the ledge and/or railing of a float. No float rider shall stand on anything other than the float deck/floor. If the float rider's height requires standing on an object other than the deck/floor of the float in order to participate in the parade, the object shall be secured and the rider shall be harnessed to the float.
- (5) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.
- a. Each participant shall report to the designated assembly area at least one hour prior to the scheduled start of the parade.
 - b. Entry by any individual, group or vehicle into the parade shall be permitted only at the designated assembly area, except in an emergency or when duly authorized by the parade chair.
 - c. Exit by any individual, group or vehicle from the parade shall be permitted only at the designated disbanding area, except in an emergency or when duly authorized by the parade chair.
 - d. Each band, marching club or marching or dance group in each parade shall be allowed no more than one motor vehicle to accompany the group in the parade and to bear the name of the group on both sides of the vehicle as identification.

- e. At no time shall any band, marching club, marching group or dance group make any unauthorized stop to perform, thereby delaying the schedule and preventing an expeditious completion of the parade.
- (6) The parade is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit. However, the prohibition against advertising any product, goods or event shall not apply to signs identifying organizations or sponsors furnishing or sponsoring floats or transportation for the parade.
- (7) The conduct of the parade will not create an undue burden to the city in terms of personnel and resources required for clean-up following the event.
 - a. Discarding of packaging, debris and trash in the assembly and disbanding areas and along the parade route is prohibited.
 - b. Glass, except for eyeglasses, in the assembly and disbanding areas and along the parade route is prohibited.
 - c. Horses and other animals are prohibited, except for dogs and other adoptable animals from a city or county shelter that are featured on an approved parade float and that are contained as follows:
 - 1. Each animal shall be contained on a leash.
 - 2. Each animal shall be assigned to a handler. At no time shall more than one animal be assigned to a handler during a parade.
 - 3. Each handler is responsible for cleaning and disposing of any waste deposits of the animal in his charge throughout the event; this includes the parade assembly area, the float, and the parade disassembly area.
 - 4. While in the parade assembly and disassembly areas, animals are to be contained on a leash at the minimum, and in a carrier when necessary (when the handler is unable to hold the leash and maintain control of the animal).
 - 5. Dogs and other adoptable animals that are aged three months and older must have been vaccinated for rabies.

(Ord. No. 3211, § 5, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-176. Notice of rejection.

The chief of police shall act upon each application for a parade permit within five business days after it is filed, provided that it is filed 30 days in advance of the date of the proposed parade. If the chief of police disapproves the application, a notice stating the reasons for the denial shall be sent to the applicant by certified mail within five business days of the application being filed.

(Ord. No. 3211, § 6, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-177. Appeal procedure.

Any person who has been denied a parade permit, and who filed an application for the parade permit in accordance with the filing period, 30 days in advance of the date of the proposed parade, shall have the right to appeal the denial to the city council. The appeal must be filed with the chief of police within five

business days of receiving the notice of denial. The city council shall consider and act upon the appeal at its next regular meeting. There is no appeal for parade applications filed less than the 30-day filing period stated in section 46-174(1).

(Ord. No. 3211, § 7, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-178. Alternative permit.

The chief of police, in denying an application for a parade permit, shall be empowered to authorize an alternate permit to conduct the parade on a date, time, or route different from that named by the applicant. Once offered an alternate permit, the applicant shall have two business days to file a written notice of acceptance with the chief of police. An alternate parade permit shall conform to parade permit requirements and shall have the effect of a parade permit under this division.

(Ord. No. 3211, § 8, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-179. Notice to city and other officials.

Immediately upon the issuance of a parade permit, the chief of police shall send a copy thereof to the following:

- (1) The chief administrative officer.
- (2) The director of public works.
- (3) The fire chief.
- (4) The director of parks and recreation.
- (5) Manager of traffic.

(Ord. No. 3211, § 9, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-180. Contents of permit.

Each parade permit shall state the following information:

- (1) Date of the parade.
- (2) Starting time and termination time of the parade.
- (3) The portions of the streets to be traversed that may be occupied by the parade.
- (4) The number of persons and motor vehicles that will be in the parade.
- (5) Such other information as the chief of police shall deem appropriate or find necessary to the enforcement of this division.

(Ord. No. 3211, § 10, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-181. Duties of permittee; possession of permit.

A permittee hereunder shall comply with all permit directions and conditions and with applicable laws and ordinances. The parade chairperson or other person heading or leading such activity shall carry the parade permit upon his/her person during the conduct of the parade.

(Ord. No. 3211, § 11, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-182. Public conduct during parades.

(a) *Interference.* No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or parade assembly or with any person or vehicle participating or used in a parade.

(b) *Driving through parades.* No driver of any vehicle, except emergency vehicles, shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.

(c) *Parking on parade route.* The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The chief of police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this article.

(d) *Following parade floats.* Individuals are hereby prohibited from following parade floats and bands without authorization from the parade chair.

(e) *Unauthorized participation.* No person, group or vehicle shall participate in a parade without proper authorization from the parade organization or interfere in any manner with the orderly conduct of the parade.

(f) *Obstruction of parade or parade traffic.* It shall be unlawful for any person in charge of a vehicle, horse or mule, or vending cart or other contrivance to park, stop, loiter or stand in such a manner as to obstruct, impede or inhibit the passage of any parade, or to obstruct, impede or inhibit the passage of traffic on any intersecting or adjacent street to the parade route.

(g) *Obstruction of vehicular or pedestrian traffic.* It shall be unlawful for any person at any time to place or cause to be placed any type of obstruction, including, but not limited to, ropes, tents, scaffolds, barricades or vehicles, which may act to impede vehicular or pedestrian traffic on any right-of-way along a parade route, without first seeking proper permission from the city.

(Ord. No. 3211, § 12, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-183. Revocation of permit.

The chief of police shall have the authority to revoke a parade permit issued hereunder upon violation of the standards for issuance as herein set forth.

(Ord. No. 3211, § 13, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-184. Indemnification and insurance.

(a) The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made, by filing such application do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the city harmless against liability for any and all claims for damage to property, or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the parade or its participants.

(b) In addition, permits for parades consisting of vehicles, animals, floats or a combination thereof, shall not be issued unless the applicant therefor shall obtain a comprehensive general liability insurance policy, issued by an insurance company authorized to do business in the state, with coverage of not less than \$1,000,000.00 and that includes the assembly area, the parade route, the disbanding area of the parade, and any other area used by the participants of the parade. The city shall be named as an additional insured on the policy. No insurance shall be required for a public assembly event.

(c) The owner of each vehicle participating in the parade shall provide proof of auto liability. The policy limits of said insurance shall not be less than the state minimum:

- (1) Property damage: \$25,000.00 each occurrence.
- (2) Bodily injury or death: \$50,000.00 each person.
- (3) \$25,000.00 each occurrence.

(d) At the time of the application for the parade permit satisfactory proof that the required insurance has been obtained must be presented to the chief of police. The requirement for satisfactory proof may be complied with either by depositing the insurance policy itself with the chief of police or by furnishing a certificate of insurance, meeting the following specifications, to the chief of police:

- (1) The insurance policies issued should be listed and for each policy the type of insurance, policy number, expiration date and limits of liability should be shown.
- (2) The certificate should designate the city as certificate holder and as an additional insured, and should contain a statement to the effect that the policies listed are in force and that in the event of cancellation or any material change in a policy affecting the certificate holder, at least ten days prior, written notice will be given to the certificate holder.
- (3) Below the schedule of insurance in force, the certificate should include a statement substantially as follows: "The comprehensive general liability policy above includes coverage of designated premises and coverage for contractual liability in compliance with the provisions of Ordinance No. 3300 of the city, for a parade to be held on _____ (date)."
- (4) The certificate should be signed or countersigned by an authorized local agent of the issuing company or companies and should have attached a copy of power of attorney evidencing the agent's authority.

(e) The requirements of subsections (b) and (c) of this section shall not be applicable to parades composed of pedestrians only and not including any vehicles.
(Ord. No. 3211, § 14, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-185. Penalties.

(a) It shall be unlawful for any person to stage, present, or conduct, or attempt to stage, present, or conduct a parade without first having obtained a permit therefor as herein provided or who shall otherwise violate any of the provisions of this division.

(b) It shall be unlawful for any person to participate in a parade on the city streets for which a permit has not been granted.

(c) It shall be unlawful for any person to fail to comply with all directions and conditions of the parade permit.

(Ord. No. 3211, § 15, 3-7-2017; Ord. No. 3300, 11-16-2021)

Secs. 46-186—46-206. Reserved.

DIVISION 3. BLOCK PARTY IN PARADE

Sec. 46-207. Short title.

This division shall be known and may be cited as the "Block Party in Parade Ordinance of the City." (Ord. No. 3211, § 1, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-208. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block party means a social or recreation gathering of persons where a street, or portion thereof, must be closed to, vehicular traffic to accommodate a celebration, including, but not limited to music, games, food festival, community event, or commercial activity. A block party is not a substitute for a business operation; since by definition block parties are held on public property, admission charges, an entry fee or any such charge is prohibited. A block party is not intended to be a routine or regularly reoccurring event; rather, block party permits are intended to support periodic and infrequent events. Sponsors and vendors are required to file and collect necessary information and taxes as required by the department of revenue and must present proof of an alcoholic beverage control permit for the sale of beverages.

Block party permit means a permit as required by this division.

Chief of police means the chief of police of the city.

Person means any person, firm, partnership, association, corporation, company or organization of any kind.

Vendor means any business, craft supplier, mobile food vendor, food truck, organization, or person that participates in the sale or advertisement of, but is not limited to, information, goods, or food. (Ord. No. 3211, § 2, 3-7-2017; Ord. No. 3300, 11-16-2021)

Sec. 46-209. Permit required.

No person shall engage in, participate in, aid, form or host a block party unless a block party permit has been obtained from the chief of police in the city police department. The application is as follows:

- (1) *Required.* A person seeking this issuance of a block party permit shall file an application with the chief of police on forms provided by city police department.
- (2) *Filing period.* An application for block party permit shall be filed no less than 30 days before the date which the block party is proposed to be conducted. The application shall be signed by the applicant.

- (3) *Contents.* The application for a block party permit shall set forth the following information:
- a. The name, address, email address and telephone number of the person seeking to host the event.
 - b. If block party is proposed to be conducted for, on behalf of, or by an organization, the name, address, email address and telephone number of the president or administrator of the organization shall be provided.
 - c. The date of the block party.
 - d. The purpose of the event.
 - e. Roads that will be used, blocked or out of service for travel.
 - f. The number of expected persons, food vendors and craft vendors.
 - g. The set-up hours before the block party begins.
 - h. Start and end time of the block party.
 - i. Attached general liability insurance policy issued by an insurance company authorized to do business in the state, with coverage of not less than \$1,000,000.00.
 - j. Any additional information necessary, including, but not limited to, need of power, entertainment, noise, map of event, etc.
 - k. A receipt for the fee hereinafter prescribed.
- (4) *Late applications.* The chief of police, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than 30 days but at least seven days before the date of proposed block party.
- (5) *Application fee.* A fee shall be as now or hereafter established by the city to cover the expenses incident to processing shall be paid to the city by the person applying for the permit at the time of filing, which shall be delivered into the general fund of the city.

(Ord. No. 3300, 11-16-2021)

Sec. 46-210. Standard of issuance.

The chief of police shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he/she finds that:

- (1) The conduct of the block party will not substantially interrupt the normal, safe and orderly movement of other traffic contiguous to its route.
- (2) The conduct of the block party will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the area contiguous thereto as to prevent normal police protection to the city.
- (3) The concentration of persons, vendors and vehicles will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.
- (4) The conduct of such block party will not interfere with firefighting equipment en route to a fire or the movement of other emergency equipment.

- (5) The conduct of the block party is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance.
 - (6) The block party is scheduled to set up and end by times listed on application and without unreasonable delays as to prohibit the reopening of streets.
 - (7) The block party is not to be held for the sole purpose of advertising any good, product or event and is not designed to be held purely for profit. Provided, however, the prohibition against advertising any product, good or event shall not apply to signs identifying organizations or sponsors furnishing the block party.
- (Ord. No. 3300, 11-16-2021)

Sec. 46-211. Notice of approval.

The chief of police shall act upon the application for a block party within five days after the filing thereof. Approval of the application shall be mailed electronically to the applicant and organizing party. Notice of approval shall also be shared with necessary city departments.

(Ord. No. 3300, 11-16-2021)

Sec. 46-212. Notice of rejection.

The chief of police shall act upon the application for a block party permit within five days after the filing thereof. If the chief of police disapproves the application, he/she shall mail the applicant, by certified mail within five days after the time upon which the application was filed, a notice of action stating the reason for denial.

(Ord. No. 3300, 11-16-2021)

Sec. 46-213. Alternative permit.

(a) The chief of police in denying an application for a block party permit shall be empowered to authorize the conduct of the block party on a date, at a time, or location different from that listed on the application for permit. An applicant desiring to accept an alternate permit shall, within two days after notice of the action of the chief of police, file a written notice of acceptance. An alternate block party permit shall conform to the requirements of and shall have the effect of a block party permit under this division. Notice to city and other officials.

(b) Immediately upon the issuance of a block party permit, the police department shall send a copy thereof to the following:

- (1) The chief of police.
 - (2) The fire chief.
 - (3) The mayor's office.
 - (4) The parks and recreation department.
 - (5) The traffic division of public works.
- (Ord. No. 3300, 11-16-2021)

Sec. 46-214. Duties of permittee; possession of permit.

(a) A permittee and participating vendors hereunder shall comply with all permit directions and conditions with applicable laws and ordinances.

(b) The block party applicant, chairperson or other person leading the event shall carry a copy of the permit upon his/her person during the block party.

(c) Public conduct during block parties.

(1) *Interference.* No person shall unreasonably hammer, obstruct or impede, or interfere with any block party or assembly of block party or with any person, vehicle or vendor participating in the event.

(2) *Driving through block party.* No driver of any vehicle, except emergency vehicles, shall drive between the vendors, stages, attendees of the block party.

(3) *Parking during block party.* The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the boundaries of the block party. The chief of police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this division.

(Ord. No. 3300, 11-16-2021)

Sec. 46-215. Revocation of permit.

The chief of police shall have the authority to revoke a block party permit issues hereunder upon violation of the standards for issuance as herein set forth.

(Ord. No. 3300, 11-16-2021)

Sec. 46-216. Indemnification and insurance.

(a) The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made, by filing such application do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the city harmless against liability for any and all claims for damage to property, or injury to, or death of persons arising out of resulting from the issuance of the permit or the conduct of the block party or its participants.

(b) In addition, no block party permit shall be issued unless the applicant therefor shall obtain a comprehensive general liability insurance policy, issued by an insurance company authorized to do business in the state, with coverage that includes the assembly area, the block party boundaries, the clean-up and take down of the event, staging, and any other area used by the participants of the event. The city shall be named as an additional insured on the policy. The policy limits of said insurance shall not be less than:

(1) Property damage: \$5,000.00 each occurrence.

(2) Bodily injury or death: \$25,000.00 each person.

- (3) \$50,000.00 each occurrence.

(c) At the time of the application for the block party permit satisfactory proof that the required insurance has been obtained must be presented to the chief of police and attached to the permit application. The requirement for satisfactory proof may be complied with either by depositing the insurance policy itself with the chief of police or by furnishing a certificate of insurance, meeting the following specifications to the chief of police:

- (1) The insurance policies issued should be listed and for each policy the type of insurance, policy number, expiration date and limits of liability should be shown.
- (2) The certificate should designate the city as certificate holder and as an additional insured and should contain a statement to the effect that the policies listed are in force and that in the event of cancellation or any material change in a policy affecting the certificate holder, at least ten days prior written notice will be given to the certificate holder.
- (3) Below the schedule of insurance in force, the certificate should include a statement substantially as follows: "The comprehensive general liability policy above includes coverage of designated premises and coverage for contractual liability in compliance with the provisions of Ordinance No. 3300 of the city or a block party to be held on _____ (date year)."
- (4) The certificate should be signed or countersigned by an authorized local agent of the issuing company or companies and should have attached a copy of power of attorney evidencing the agent's authority.

(Ord. No. 3300, 11-16-2021)

Sec. 46-217. Penalties.

(a) It shall be unlawful for any person to stage, present, conduct or attempt to stage, present, or conduct a block party without first having obtained a permit therefor as herein provided or who shall otherwise violate any of the provisions of this division.

(b) It shall be unlawful for any person to participate in a block party on the city streets for which a permit has not been granted.

(c) It shall be unlawful for any person to fail to comply with all directions and conditions of the block party permit.

(d) Any person violating the provisions of any section of this division shall, upon conviction, be fined not more than \$300.00 or be imprisoned for not more than 90 days or shall be fined and imprisoned in the discretion of the municipal judge.

(Ord. No. 3300, 11-16-2021)

Sec. 52-24. Operation of fire hydrants restricted to certain persons.

No person other than a municipal employee engaged in the discharge of his/her duty shall turn on or operate any of the fire hydrants belonging to the municipality. Privately-owned fire hydrants or other fire protective devices shall be used only in case of fires unless otherwise authorized in writing by the superintendent. Any water used by means of any such privately-owned hydrant, or device for any purpose other than the bona fide extinguishment or attempted extinguishment or control of fire shall be paid for at the quantity rates herein prescribed for retail meter consumers.

(Code 1989, § 28-6; Ord. No. 1857, § 7, 3-24-1976)

Sec. 52-25. Obstructing access to water fixtures.

No person shall obstruct the free access to any fire hydrant, stopcock or other fixture belonging to the municipality and used in connection with its water mains by placing motor vehicles or other conveyances, stone, brick, lumber, dirt or anything whatsoever so as to constitute an obstruction in the way of or impeding immediate access to any such fire hydrant or other fixture.

(Code 1989, § 28-7; Ord. No. 1857, § 8, 3-24-1976)

Sec. 52-26. Wasting water.

No person shall carelessly or willfully waste the water obtained from the municipal mains, nor supply the same to noncustomers. Water shall not be carried away from the municipal schools, fountains, parks, buildings or any other municipal property.

(Code 1989, § 28-8; Ord. No. 1857, § 9, 3-24-1976)

Sec. 52-27. Maintenance of pipes and fixtures.

All persons furnished water by the municipality shall keep and maintain their water pipes, fixtures, appliances and outlets in good repair, so as to prevent the waste of water. Water fixtures or outlets shall not be left running to prevent the same from freezing, or otherwise, so as to waste water.

(Code 1989, § 28-9; Ord. No. 1857, § 10, 3-24-1976)

Sec. 52-28. Consumers—Classification.

The water customers and consumers furnished and supplied water by the municipality are hereby classified as follows:

- (1) *Business or commercial water customers and consumers.* This classification and class of municipal water customers and consumers shall and does include all business and commercial concerns, establishments, enterprises and premises now obtaining or hereafter to obtain water from the municipality for any purpose other than solely for domestic, home and family consumption and use, and expressly the following: all hotels, restaurants, lunch stands, filling stations, stores, hospitals, construction projects or work, garages, barbershops, colleges, laundries, bakeries, dry cleaning establishments, office buildings, banks, drugstores, washracks, and any and all other premises supplied with water by the municipality except private homes or residences.

(2) *Domestic customers or consumers.* This classification and class of municipal water customers and consumers shall and does include private homes and residences.
(Code 1989, § 28-10; Ord. No. 1857, § 11, 3-24-1976)

Sec. 52-29. Consumers—Commercial consumers.

Business or commercial water customers or consumers shall be furnished water by the municipality at the quantity or meter rates hereinafter prescribed. If any business or commercial water customer or consumer has not been supplied with a water meter, the municipality shall supply such customer or consumer with a water meter at the expense of the customer or consumer as soon as the same can reasonably be obtained and installed by the municipality.
(Code 1989, § 28-11; Ord. No. 1857, § 12, 3-24-1976)

Sec. 52-30. Consumers—Meters to be furnished.

The municipality shall furnish and supply water meters to all domestic customers and consumers of water in the city as soon as it is reasonably possible for the municipality to obtain and install such meters. Such meters shall be obtained, furnished and installed by the municipality after an adequate fee has been collected. When such meter has been so installed, such domestic customer and consumer shall be furnished and shall pay for water at the quantity and meter rates prescribed herein.
(Code 1989, § 28-12; Ord. No. 1857, § 13, 3-24-1976)

Sec. 52-31. Schedule of rates.

(a) The schedule of rates to be charged for water furnished on a quantity or meter basis shall be as now or hereafter established by the city.

(b) No free water shall be furnished to any user.
(Code 1989, § 28-13; Ord. No. 1857, § 14, 3-24-1976; Ord. No. 1984, § 2, 9-26-1979; Ord. No. 2092, § 2, 10-12-1982; Ord. No. 2341, § 1, 4-2-1990; Ord. No. 2682, § 1, 3-16-1999; Ord. No. 2816, § 1, 5-20-2003; Ord. No. 2891, § 1, 12-6-2005; Ord. No. 3011, § 1, 9-2-2008; Ord. No. 3078, § 2(28-13), 2011; Ord. No. 3110, § 1, 8-6-2013; Ord. No. 3196, § 1, 2016; Ord. No. 3205, § 1, 9-6-2016; Ord. No. 3295, § 1, 9-14-2021)

Sec. 52-32. Payments for service.

(a) Charges and bills for water furnished to business or commercial customers or consumers or any other person furnished water shall mature on the date of the statement or bill. Such charges and bills shall be due and payable on the date of the statement and any such charges or bills not paid on or before 15 days from date of statement shall be delinquent.

(b) Failure, neglect or refusal to pay any water bill on or before 45 days of date of statement shall subject the customer, consumer or user of the water to the loss and discontinuance of his/her water service and supply without notice. If any such water service and supply is lost or discontinued because of

Sec. 52-63. Testing of backflow prevention devices.

(a) *Tests required.* Each reduced pressure principle backflow prevention assembly, double check valve assembly, and pressure vacuum breaker installed on the water system shall be tested after installation, after repairs of any kind, and annually. Any backflow preventer found to be non-functional shall be repaired and retested within 14 days of the initial test.

(b) *Certified testers.* Only backflow preventer testers certified by the state department of health shall test backflow preventers located in the water system.

(c) *Notification.* The water system shall notify the owner of each backflow preventer 60 days prior to the date that the backflow preventer is scheduled to be tested.

(Ord. No. 2716, § 5, 1-18-2000)

Sec. 52-64. Violations and penalties.

(a) *Refusal of inspection.* If the owner refuses to let the authorized agent of the water system perform the necessary inspections to determine if a cross connection exists, the water system shall require that a reduced pressure principle backflow prevention assembly be installed at that service connection.

(b) *Maintaining a cross connection.* If the owner, after having been informed that a cross connection exists at his/her property, refuses to eliminate or protect the cross connection through the use of the appropriate backflow preventer, water service to the connection shall be terminated until such time as the owner complies with state department of health regulations.

(Ord. No. 2716, § 6, 1-18-2000)

Secs. 52-65—52-86. Reserved.**ARTICLE III. SEWERS AND SEWAGE CONTROL****DIVISION 1. GENERALLY****Sec. 52-87. Connection with sewerage system required; charges therefor and service rate established.**

(a) *Charge for tap or connection.* A charge or fee shall be paid to the collection office of the water department of the city for each connection or tap to any municipal sanitary sewer main before such connection or tap is made in the amount now or hereafter established by the city.

(b) *Monthly rate for service.* The rates to be charged for sanitary sewer service per month shall be as now or hereafter established by the city.

(Code 1989, § 21-2; Ord. No. 2342, § 1, 4-2-1990; Ord. No. 1419, §§ 3, 4, 2-6-1962; Ord. No. 997, § 2-3, 8-10-1944; Ord. No. 2683, § 1, 3-16-1999; Ord. No. 2817, § 1(21-2), 5-20-2003; Ord. No. 2892, § 1(21-2), 12-6-2005; Ord. No. 3012, § 1(21-2), 9-2-2008; Ord. No. 3077, § 1, 10-4-2011; Ord. No. 3109, § 1(21-2), 8-6-2013; Ord. No. 3167, § 1(21-2), 9-14-2015; Ord. No. 3197, § 1(21-2), 2016; Ord. No. 3206, § 1(21-2), 9-6-2016; Ord. No. 3296, § 1, 9-14-2021)

Sec. 52-88. Clogging sewers with debris.

It shall be unlawful for any person to place or cause to be placed in any sewer or in any accessory or connection to a sewer any swill, garbage, sweepings, ashes, sand, clay, cotton, wool, rags, cloth, rubbish or any other solid matter or substance that may not be promptly dissolved by the sewerage, or that may form deposits or obstructions in the sewers, or in any of their accessories, fixtures or connections.
(Code 1989, § 21-6; Ord. No. 923, § 11, 7-13-1939; Ord. No. 3167, § 1(21-6), 9-14-2015)

Sec. 52-89. Rain and waste water from business premises to be discharged into storm sewers.

It shall be the duty of the owners of all businesses, houses, hotels, restaurants and other buildings now or hereafter erected in the business district of the city to turn the rain water from the roofs, and all other waste water of such buildings, into the city storm sewers, wherever possible, by connecting the roofs, and other waste water pipes, with such sewers by down pipes and other pipes of sufficient size and number to carry all rain water falling on such roofs and waste water into the storm sewers.
(Code 1989, § 21-7; Ord. No. 1234, §§ 1, 2, 8-13-1953; Ord. No. 3167, § 1(21-7), 9-14-2015)

Secs. 52-90—52-106. Reserved.

DIVISION 2. SEWER USE

Sec. 52-107. Purpose.

This division regulates the use of public and private sewers and drains, private sewage disposal, the installation and connection of building sewers, and the discharge of waters and wastes into the public sewer system; and provides penalties for violations thereof, in the city
(Code 1989, § 21-20; Ord. No. 1837, intro. ¶, 1-8-1975; Ord. No. 3167, § 1(21-20), 9-14-2015)

Sec. 52-108. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approving authority means the director of water and sewer of the city or his/her duly authorized deputy, agent or representative.

BOD (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees, expressed in milligrams per liter.

Building sewer mean the extension from the building drain to the public sewer or other place of disposal.

COD (chemical oxygen demand) means the quantity of oxygen utilized in the chemical oxidation of oxidizable material in a sample, under standard laboratory procedure, expressed in milligrams per liter (mg/L).

Combined sewer means a sewer receiving both surface runoff and sewage.

- (6) The cost of provision of such reserve capacity as may be determined to be necessary or desirable for the proper operation of the system;
 - (7) The cost of establishing and/or maintenance of such reserves as may be necessary or desirable for the continued operation of the system;
 - (8) The cost of collection of fees and charges necessary or desirable for the operation of the system;
 - (9) All overhead associated with the operation of the system;
 - (10) All costs of any action required by the state or United States Government for the continued operation of the system;
 - (11) All depreciation related to operation and maintenance of the system;
 - (12) Any other direct or indirect cost may become necessary or desirable for the continued operation and maintenance of the system.
- (c) Each user shall pay its proportionate share of operation and maintenance (including replacement) costs based on volume of flow.
- (d) The chief financial officer, of water and sewer director or the director of engineering shall review not less often than every two years the sewage contribution of users, the total costs of operation and maintenance (including replacement) of the sewage system, and the user charge system. Recommendations revising the user charge, if necessary shall be made to accomplish the following:
- (1) Maintain the proportionate distribution of operation and maintenance costs among users as provided herein.
 - (2) Generate sufficient revenue to pay retirement of existing debt included herein, repayment of any state revolving fund loans, and the total operation and maintenance costs necessary for the proper operation and maintenance (including replacement) of the sewage system.
- (e) Cost of transportation and treatment of all flow to the sewage system not directly attributable to users (i.e., infiltration/inflow) shall be distributed to all users of the sewage system based upon the volume of flow of the users.
- (f) Each user shall be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charge which is attributable to operation and maintenance of the sewage system. This information is to be placed on water and sewer bill annually.
- (Ord. No. 2546, § 2, 2-20-1996; Ord. No. 3167, § 1(21-30), 9-14-2015)

Sec. 52-139. Sewer rate schedule.

- (a) The sewer rate schedule applicable to each user of the sewage system shall be as now or hereafter established by the city.
- (b) Any individual, corporation, partnership, sole proprietorship or other legal entity with a meter size two inches or larger that can provide documented evidence that the amount of sanitary sewer flow delivered to the city is substantially less than the metered water flow upon which the billing amount is based can make a formal request to the engineering department to have its monthly charge for sewer service be based upon metered or measured sanitary sewer flow. The engineering department will then set

up a time period, for no less than one month, to flow monitor the customer's effluent sanitary sewer flow. The flow monitoring will be set up at the cost of the customer making the request. In the event that flow monitoring is not feasible other methods may be utilized as approved by the engineering department at the initial cost of the customer. If sufficient data is provided to determine, in fact, the customer flows 90 percent of its water or less to the sewer effluent the entity will be charged a percentage of its water flow for sewer based on the data gathered.

(Ord. No. 2683, § 1, 3-16-1999; Ord. No. 2892, § 1, 12-6-2005; Ord. No. 3012, § 1, 9-2-2008; Ord. No. 3077, § 1, 10-4-2011; Ord. No. 3109, § 1, 8-6-2013; Ord. No. 3167, § 1(21-31), 9-14-2015; Ord. No. 3197, § 1(21-31), 2016; Ord. No. 3206, § 1(21-31), 9-6-2016; Ord. No. 3241, § 1, 10-2-2018; Ord. No. 3296, § 1, 9-14-2021)

Sec. 52-140. Industrial waste surcharge.

(a) In the event that a user discharges industrial waste to the sewage works having an average biochemical oxygen demand (BOD) content in excess of 240 mg/L, and/or an average suspended solids (SS) content in excess of 300 mg/L, and/or an average total kjeldahl nitrogen (TKN) content in excess of 30 mg/L, and/or an average grease content in excess of 100 mg/L, said industrial user shall pay a surcharge based upon the excess strength of their discharges. BOD, SS, and TKN may be increased by written approval of director of water and sewer for limited periods of time if not in conflict with any pretreatment permits or other state or federal requirements.

(b) Industrial user shall be defined as any non-governmental/nonresidential user of the public sewage works which discharges more than the equivalent of 25,000 gallons per day (GPD) of sewage and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

- (1) Division A - Agriculture, Forestry, and Fishing.
- (2) Division B - Mining.
- (3) Division D - Manufacturing.
- (4) Division E - Transportation, Communication, Electric, Gas, and Sanitary Service.
- (5) Division I - Services.

(c) Any non-governmental user of the sewage works shall also be considered an industrial user if such user discharges to the public sewage system sewage which contains toxic pollutants, which, either singly or by interaction with other wastes, contaminates the sludge of any municipal systems; causes injuries; interfaces with any sewage treatment process; constitutes a hazard to humans or animals; creates a public nuisance; or creates any hazard in or adversely affects the waters receiving any discharge from the sewage works.

(d) The costs of treatment of each pound of BOD, SS, TKN and grease removed by the sewage system shall be reviewed at the end of each fiscal year and appropriate surcharge rates applied to the sewage billing. These rates shall be in effect until the next annual rate review. These charges will be calculated by the water and sewer director or the director of engineering, and said charges forwarded to the water and sewer billing office for appropriate billing.

(Ord. No. 2817, § 1, 5-20-2003; Ord. No. 2546, § 4, 2-20-1996; Ord. No. 3167, § 1(21-32), 9-14-2015)

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***Note**—The adoption, amendment, repeal, omissions, effective date, explanation of numbering system and other matters pertaining to the use, construction and interpretation of this Code are contained in the adopting ordinance and preface which are to be found in the preliminary pages of this volume.

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Wiley Quinn, Urban Development Director, Nathan Satcher, Planner

Date: Tuesday, November 22, 2022

Re: Adopt an Ordinance for the petition filed by Robert Owen, Heather Dickerson, to rename the public street presently known as Eagle Drive to “Newhaven Drive” (Eagle Drive is a dead-end street connecting only to N 38th Ave), Ward 1). The Planning Commission recommended to Approved on November 2, 2022.
File Number: 2022-859
Minute Book #

Summary

Adopt an Ordinance to rename the public street presently known as Eagle Drive to “Newhaven Drive”, Ward 1

Recommendation Statement

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

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

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

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE RE-NAMING EAGLE DRIVE (BEGINNING AT THE
INTERSECTION OF NORTH 38TH AVENUE AND ENDING ONE BLOCK TO THE
WEST; THAT ADJOINS LOTS 1 THROUGH 7 ALONG THE NORTH RIGHT-OF-
WAY OF SAID STREET AND LOTS 30 THROUGH 36 ALONG THE SOUTH RIGHT
OF WAY OF SAID STREET INCLUSIVE OF THE REMAINING PORTION OF
EAGLE DRIVE RUNNING EAST OF LOTS 36 AND LOT 1 TO NORTH 38TH
AVENUE AS PLATTED ON THE RECORDED FILED PLAT OF EAGLE NEST
SUBDIVISION) TO NEWHAVEN DRIVE
IN THE CITY OF HATTIESBURG, MISSISSIPPI**

WHEREAS, that Eagle Drive, presently beginning at the intersection of North 38th Avenue running west, as now located, is a public street located in the City of Hattiesburg, Forrest County, Mississippi; and

WHEREAS, the owner of property adjacent to this portion of property has consented to the naming of this portion of a street, subject to the waiting period of thirty (30) days from the date of publication of this ordinance; and

WHEREAS, the Mayor and City Council do now find, determine and adjudge that it would be in the best interest of the City of Hattiesburg, that said Eagle Drive be re-named Newhaven Drive.

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

SECTION 1. That Eagle Drive, presently beginning at the intersection of North 38th Avenue running west, as now located, as now located is a public street located in the City of Hattiesburg, Forrest County, Mississippi, being more particularly described as follows:

Eagle Drive in the Eagle Nest Subdivision that adjoins Lots 1 through 7 along the North right-of-way of said street and lots 30 through 36 along the South right of way of said street inclusive of the remaining portion of Eagle Drive running East of Lots 36 and lot 1 to North 38th Avenue as platted on the recorded filed plat of Eagle Nest Subdivision. That platted portion of Eagle Drive adjoining Lots 8,9,10 and Lots 27,28,29 was vacated by City Ordinance 2700 filed and recorded at the Forrest County Chancery Clerks Office 9/8/1999 in Book 824 Pages 385-386.

as now located and the same is hereby re-named **NEWHAVEN DRIVE.**

SECTION 2. That the Engineering Department of the City of Hattiesburg shall, on the effective date of this Ordinance, proceed to make all necessary changes on City records and maps identifying the above streets as Newhaven Drive by this Ordinance

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2022.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



**Planning Commission
Case Fact Sheet**

Names of Petitioner: Robert Owen, Petitioner, and Heather Dickerson, Representative, SVN / Southgate Realty, LLC.

Address of Property: Eagle Drive **Tax Parcels/Ward:** - **PPIN:** - **Ward:** 1

Request: **Street Renaming**

Purpose of Request: To consider an application **to rename the public street** presently known as Eagle Drive to "Newhaven Drive" (Eagle Drive is a dead-end street connecting only to N 38th Ave, Ward 1, Forrest County).

Applicant Summary: * See Attached *

Present Adjacent Zoning: R-3 Multi-Family Residential, B-2, Neighborhood Business

Most Nearly Bounded By (streets): This location is presently known as Eagle Drive, beginning at the intersection of N 38th Ave and terminating approximately 560 feet from N 38th Ave as a dead-end street.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of October 19th, 2022.

Comments: Eagle Drive serves as a local street that only serves the apartment complex units owned by Robert Owen and managed by SVN / Southgate Realty, LLC. Owens owns all parcels that would be affected by the street name change. The apartments located on the street are currently under renovation and the rename request to "Newhaven Drive" is part of a rebranding effort for the apartments and street by the owner.

Item: A
Robert Owen, Petitioner, Heather Dickerson, Applicant
Request to **Rename Street**

Options:

Recommend approval or denial of the request to rename the public street presently known as Eagle Drive (Eagle Drive is a dead-end street connecting only to N 38th Ave, Ward 1, Forrst County) to **Newhaven Drive.**

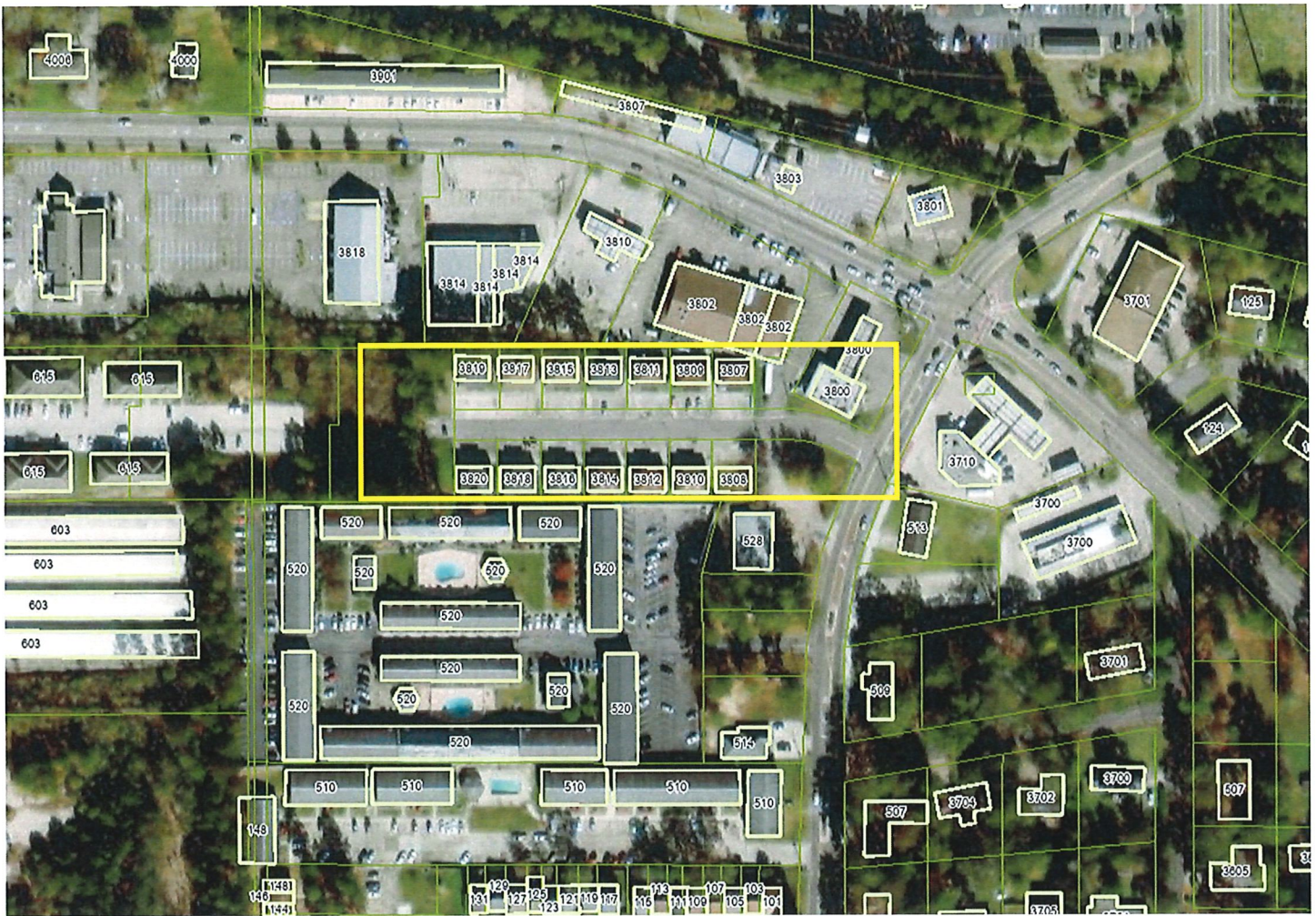
SUBJECT STREET:
Eagle Drive—Proposed renaming to
“Newhaven Drive”

Robert Owen, Applicant, Heather Dickerson,
Representative

The applicant requests to rename the public street presently known as Eagle Drive to “Newhaven Drive” (Eagle Drive is a dead-end street connecting only to N 38th Ave), Ward 1, Forrest County).



Aerial of Subject Area



Subject Area

Intersection of Eagle Drive and
North 38th Ave



Eagle Drive—Facing West to dead-end

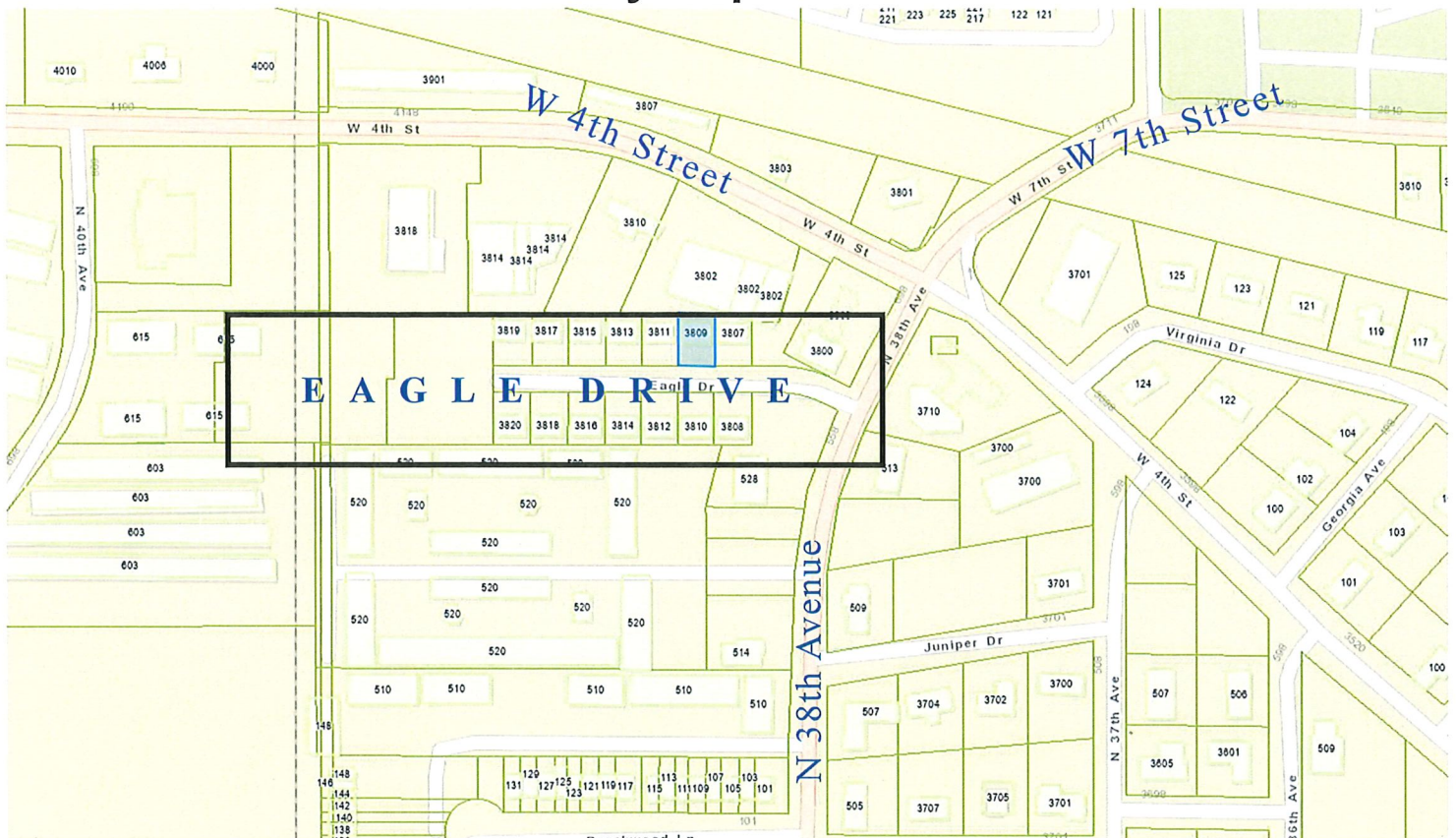


Eagle Drive—Facing East towards N 38th Ave

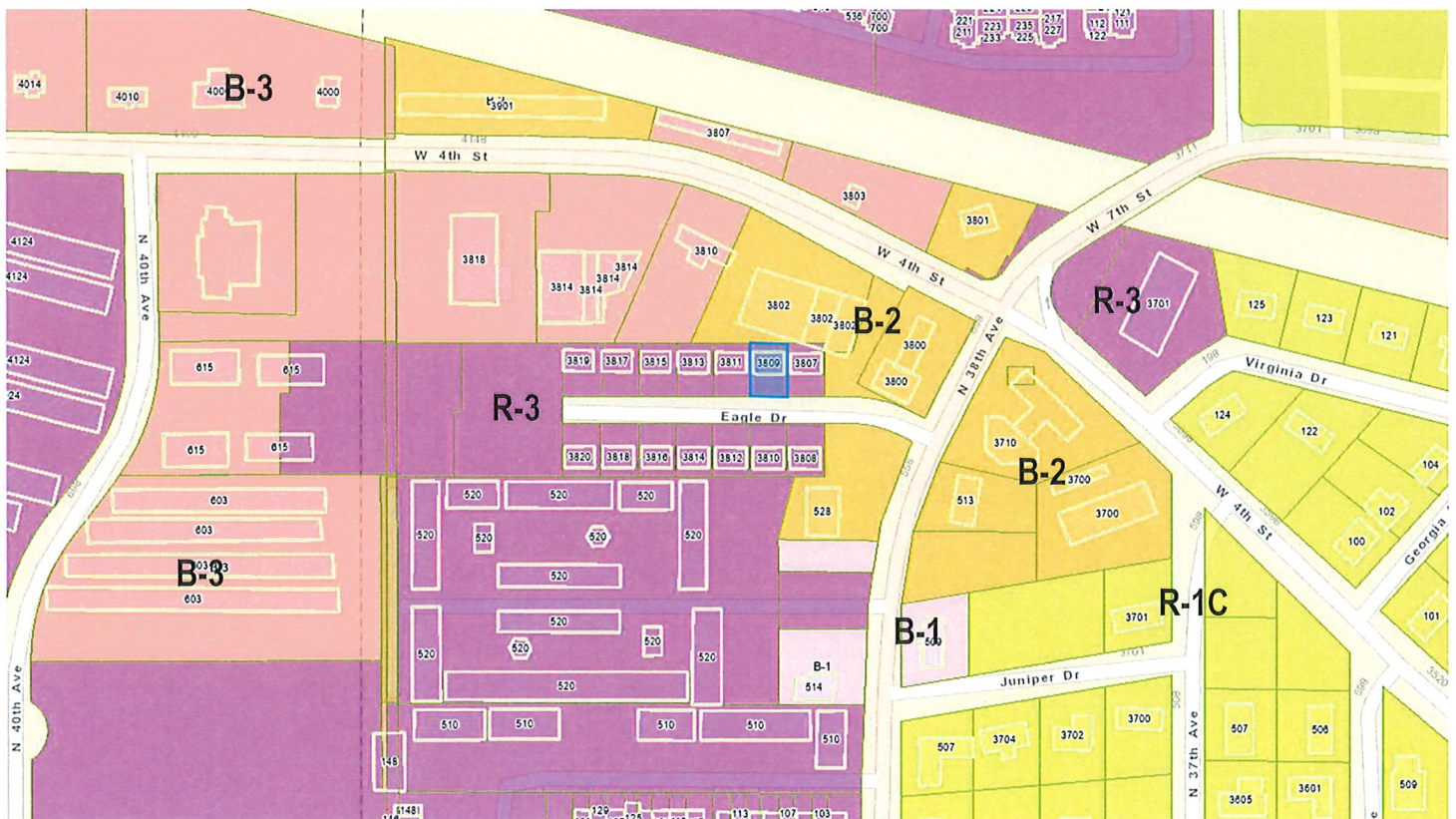
4 Unit Apartment Complexes on
Eagle Drive



Vicinity Map—Ward 1



Zoning Map



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

The Hattiesburg Planning Commission did meet in a regular session on November 2nd, 2022, at 1:02 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. 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
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners Absent: Charles Dawe
Michael Dickerson
Amy Hinton, Vice-Chair

Also Present: Ginger M. Lowrey, AICP, Planning Div. Manager
Nathan Satcher, Planner
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.
Betsy Mercier, Mayor's Office

AGENDA REVIEW

There came the matter of the November 2022 Agenda. Rebekah Ray made a motion to approve the November 2022 minutes, seconded by Elayne Lockett.

Commissioners voting aye: Dick Conville
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the October 5th, 2022 minutes. A motion was made by Rebekah Ray to approve the minutes. Commissioner Lockett seconded the motion.

Commissioners voting aye: Dick Conville
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners voting nay: None

REPORTS

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for October 2022 and provided an amended report for September 2022. He noted there was a discrepancy in the project valuation from 2021 to 2022 due to several large projects that were approved, such as the Jones Headquarters Building.

PLANNING REPORT

There came the matter of the Planning Report by Mrs. Lowrey, Planning Division Manager. Lowrey started by congratulating Dr. Richard Conville on receiving the Planning Advocate of the Year Award at the Mississippi/Alabama Planning Association conference last month. She shared that his extensive experience as a commissioner for over 26 years is an asset to the city with the continuity and institutional knowledge he brings to the city. She also shared that the city received the Public Space Award for the Pocket Museum alley at the conference as well. Lowrey also shared that next month the city would be bringing the Longleaf Village in the Avenues plan to Planning Commission at the December meeting for review after being first presented at City Council on December 5th. She noted that part of the delay is that the City

decided to reorganize a part of the project and include changing the Midtown Form-Based Code into the Hattiesburg Form-Based Code so that the City could apply a form-based zoning code elsewhere in the city without creating a complete new code.

Lowrey also stated that the zoning change from B-3 to B-5 for the property at 2703 Oak Grove Road was approved unanimously by City Council.

CHAIR’S REPORT

There came the matter of the Chair’s Report. Chair Miller shared his thanks to the staff for their continued work and was glad to hear staff was able to attend the state planning conference, which he has been active in previous years. He noted his absence last month was due to him visiting with family in Green Bay in celebration of his 65th birthday

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Street Renaming), filed by Robert Owen, Owner, and Heather Dickerson, Representative, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Eagle Drive to “Newhaven Drive” (Eagle Drive is a dead-end street connecting only to N 38th Ave), Ward 1, Forrest County).

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

Given that no one was present at the start of the public hearing portion of the meeting to represent the application, Chair Miller noted that he did not want to set a precedent of approving items without someone there to represent the application. Commissioner Pickett made a motion to table the item, seconded by Rebekah Ray. All present voted in favor of tabling the item.

Motion to Table: (8-0)

Commissioners voting aye: Dick Conville
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett
 Mark Miller - Chair
 Luke McNair (via GoToMeeting)
 Rhoda A. Pickett
 Rebekah Ray
 Carlos Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Conditional Use for Expansion of a Non-conforming Use), filed by Forrest General Hospital, Owner, Jeff Cook, Applicant, and Dustin Gatlin, Engineer, for approval by planning commission (conditional use) to expand a non-conforming use of “Parking lot or garage” in OS (Open Space Zoning) District as required by the Hattiesburg Form-Based Code, Section 7.3.B.3, for a certain property located at approximately 205 S 28th Avenue (Parcel 2-028N-07-011.00, 2-028N-07-010.00; PPIN 20796, 20795; Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Jeff Cook	<i>Virtual</i> via GoToMeeting	
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Jeff Cook (virtual), Vice President and General Counsel for Forrest General Hospital (FGH), presented the application. He stated that Forrest General had what they believed to be an emergency in regards to having adequate neurosurgery clinic space, where he stated they are unable to see enough patients due to their current neurosurgery clinic capacity within the hospital. Their solution was to renovate the adjacent building and construct and formalize the gravel parking lot adjacent to the Arlington Building to address their neurosurgery logistical needs. He provided some background information on the emergency, where their previous neurosurgeons were recruited by other employers, which endangered their Level II Trauma status. Forrest General Board of Trustees declared this as an emergency and employed additional neurosurgeons in July 2022 to maintain their Level II Trauma Status. With newly hired neurosurgeons and the need for clinic space, Cook stated the need to expeditiously have a parking lot in place for their clinic. Cook noted that he was unaware of the history of the

property and how it was zoned as open space with Forrest General being the owner of the property. He noted that he believed the *Midtown Green Park* plan satisfied the need for the open space requirement set forth by the Midtown Master Plan and was supportive of that.

Chair Miller stated that no one questions the value of Forrest General to the community, but they do not take lightly changes of this nature. He questioned what other alternatives were sought in addressing their need and why this has become a requirement of Forrest General Hospital. Cook replied that FGH looked at all available spaces and that the main hospital is out of space for this type of service. He stated that FGH owns the space and was unsure why it was ever zoned as Open-Space and that the process of it becoming zoned as such disturbing. He stated it was inappropriate since there was an active business on the property when it was zoned as Open-Space. Chair Miller responded that he did not find it disturbing given that it was a completely public process and multiple meetings were had with FGH on developing the Midtown Master Plan.

Commissioner Conville stated that the creation of the Midtown Master Plan was a public process and FGH was a key player in the plan and fully supported it. He noted that FGH helped create the Midtown District and asked that Jeff Cook not portray FGH as being victimized by planning. Jeff Cook claimed the location of their clinic is a strategic and efficient location to host a clinic. He apologized for portraying FGH as a victim but noted that he did not believe they are a victim as they have been in discussions with the Mayor and COO and believed that the City needs this service and the zoning is encumbering a legitimate business. Chair Miller noted that Jeff did refer to this as disturbing and that a project of this manner would be an extraordinary exemption and the commission would have expected a more robust presentation. Chair Miller then sought clarification on whether the doctors would leave the clinic and practice if FGH chose to not pave the parking lot. Cook stated no, but it is best practice to pave the parking lot for the needs of the patients and employees. Several commissioners questioned alternative locations for additional parking and clinic space and whether other options had been adequately explored.

Commissioner Conville stated this is the only open-space zoning in the district and is concerned that the administration at FGH doesn't understand the concept of Midtown as a walkable, living, working community, and to take away this zoning seems to violate the concept of the midtown district. He wished that FGH had offered an alternative property to replace this open space as part of their request. Chair Miller followed up on the note that form-based

planning is precisely the idea and concept that makes places attractive to professionals, doctors, professors, engineers, etc. Jeff Cook retorted that the addition of green space in a master plan to a property that the city did not control is essentially the same as throwing a dart at something and FGH has been very clear with the Mayor that this property has always been deemed a growth strategy property to be used for their services. He noted that he is in charge of strategy and real estate for FGH and would be happy to speak with the Planning Commission in connection with the Mayor to discuss some of their overall growth strategies. He reiterated the urgency of their request.

Commissioner Conville agreed with Jeff's observation that this Commission, FGH, and the City need to coordinate discussions on midtown as it appears everyone is not on the same page. A letter of opposition was emailed to staff in regard to the request and the commissioners were provided digital and physical copies of the letter. The letter has been attached to the minutes for the record.

Chair Miller then declared the public hearing portion of the meeting closed at 1:56 PM. Commissioner Conville noted that there have already been significant changes to the Midtown Plan and while the plan is a living document, he would be disturbed if the only open-space zoning were omitted for a parking lot. The form-based code has been a driver of midtown's success. Chair Miller noted that the Jones Headquarters and their parking lot request as an example, but they did offer other amenities to help offset their parking and presented their application much more strategically. Commissioner Keysear noted that the lot is currently being used as an unimproved parking lot, and posed the question of whether there would be anything that would compel them to comply with the open space zoning. Lowrey clarified that zoning does not force anyone to comply with the intended use, but can prevent the expansion or establishment of uses that are not consistent with the intended outcome of the code. Commissioner Keysear noted that this decision and impetus seem unfair in the absence of any guidance by the mayor or city council in the manner it has been presented. Jim Gladden, city attorney noted that regardless of the decision made by the Planning Commission, the county or state could potentially override the City and move forward with their intended plans. Chair Miller noted the comment but wanted the Planning Commission to set its own precedents toward planning. Commissioner Conville noted it is their job to protect the integrity of zoning and form-based codes and this should have been avoided. A motion to deny was made by Rebekah Ray

and seconded by Elayne Lockett. A roll call vote was then conducted.

Motion to Deny: (6-0 with 2 abstaining)

Commissioners voting aye (to deny):

Dick Conville
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rebekah Ray

Commissioners voting nay:

None

Commissioners abstaining:

Rhoda A. Pickett
Carlos Wilson

There came the matter of Item C (Historic Flood Variance), filed by Newton Fawcett, Owner, as required in the Flood Damage Prevention Ordinance No. 3294, as amended of the City of Hattiesburg, Mississippi, to request a Flood variance per Article 6, Section E, which states that qualifying historic structures may apply for a Flood variance from the requirement to elevate or flood proof the structure, for 102 Walley Street (Parcel No. 2-029K-09-212.00, PPIN 19634, Forrest County, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Newton Fawcett	118 Miller St	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Newton Fawcett, the owner, presented the application and initiated his opposition to the interpretation of the code. Chair Miller stated that the Planning Commission can only vote to approve, deny, or table the request and not the interpretation of the code in the meeting today. Fawcett provided documentation detailing his opposition to the interpretation of the code and reiterated his opposition. Several commissioners had questions on details of the additions, which Fawcett explained.

Chair Miller then closed the public hearing portion of the meeting at 2:36 PM and reminded the Planning Commission that their only option was to approve, deny, or lay on the table the request, and was unable to act on the manner in any other way in today's hearing. Commissioner Conville made a motion to approve and Carlos Wilson seconded. A roll call vote

was then taken.

Motion to Approve: (8-0)
Commissioners voting aye: Dick Conville
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett
 Mark Miller - Chair
 Luke McNair (via GoToMeeting)
 Rhoda A. Pickett
 Rebekah Ray
 Carlos Wilson
Commissioners voting nay: None
Commissioners abstaining: None

The applicant for Item A arrived late and was in attendance at this point of the meeting. Lockett made a motion to remove from the table, seconded by Conville. All voted to remove the item from the table and the item was discussed in the public hearing portion of the meeting.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Street Renaming), filed by Robert Owen, Owner, and Heather Dickerson, Representative, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Eagle Drive to “Newhaven Drive” (Eagle Drive is a dead-end street connecting only to N 38th Ave), Ward 1, Forrest County).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Heather Dickerson	1700 S 28 th Ave	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Heather Dickerson, applicant and representative of SVN Realty and the owner, presented the application. Dickerson noted when using internet search engines for “Eagle Drive”, multiple crime-related articles appear and are not ideal from a marketing perspective for potential clients. She noted that all structures on the street that would be affected by the name change are under the same ownership and managed by SVN realty. Dickerson also noted the apartment buildings are currently being renovated. Wiley Quinn, Director of Urban Development, commented on the positive changes on Eagle Drive during his time in Code Enforcement.

Chair Miller then closed the public hearing portion of the meeting at 2:48. Jeff Keysear made a motion to approve, seconded by Carlos Wilson, and a roll call vote was conducted.

Motion to Approve: (8-0)

Commissioners voting aye: Dick Conville
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners voting nay: None

Commissioners abstaining: None

BUSINESS MEETING

Having no further business, Commissioner Ray made a motion to adjourn. The motion was seconded by Commissioner Conville and the public meeting was adjourned at 1:40 PM.

Mark M. Miller, Chair

Ginger Lowrey, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Wiley Quinn, Urban Development Director, Nathan Satcher, Planner

Date: Tuesday, November 22, 2022

Re: Approve or Deny a petition filed by Forrest General Hospital, Jeff Cook, Dustin Gatlin, for approval by Planning Commission (conditional use) to expand a non-conforming use of "Parking lot or garage" in OS (Open Space Zoning) District for property located at 205 S 28th Avenue (PPIN's 20796, 20795; Ward 3). The Planning Commission recommended to Deny on November 2, 2022.
File Number: 2022-860
Minute Book #

Summary

205 S 28th Avenue, PPIN 20796, 20795 – Conditional Use, Use approval – "Parking lot or garage" in OS (Open Space Zoning) District

Recommendation Statement

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

Item: B
Forrest General Hospital, Owner, Jeff Cook, Representative, and Dustin Gatlin, Engineer
Request for: **Conditional Use to Expand a Non-Conforming Use**



**Planning Commission
Case Fact Sheet**

Name of Petitioners: Forrest General Hospital, Owner, Jeff Cook, Representative, and Dustin Gatlin, Engineer

Address of Property:	Tax Parcel	PPIN:	Ward:
205 S 28 th Ave	2-028N-07-011.00	20796	3
	2-028N-07-010.00	20795	3

Request: **Conditional Use Request to Expand a Non-Conforming Use**

Purpose of Request: To consider a request to expand a non-conforming use of a "Parking lot or garage" in OS (Open Space Zoning) District as required by the Midtown Form-Based Code, Section 7.3.B.3, for a certain property located at approximately 205 S 28th Avenue (Parcel 2-028N-07-011.00, 2-028N-07-010.00; PPIN 20796, 20795; Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

Section 4 Section 4.4 Permitted Use Table (FBC Page 48)

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Commercial Uses							
Ambulance service	P	P	P	X	X	X	Sec. 4.5.C.1
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	Sec. 4.5.C.2
Hospice	P	P	P	X	X	X	Sec. 4.5.C.3
Hospital	X	P	P	X	X	X	Sec. 4.5.C.4
Medical clinic, office	P	P	P	X	X	X	Sec. 4.5.C.5
Office	P	P	P	L	X	X	Sec. 4.5.C.6
Parking lot or garage	PC	PC	PC	X	X	X	Sec. 4.5.C.7
Veterinary clinic	L	L	L	X	X	X	Sec. 4.5.C.8

Key: P = Permitted by-right
PC = Planning Commission review required
L = Use permitted subject to use standards specified in cross-reference
X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Section 7.3 Nonconformities

Item: B

Forrest General Hospital, Owner, Jeff Cook, Representative, and Dustin Gatlin, Engineer
Request for: **Conditional Use to Expand a Non-Conforming Use**

7.3.B.3 - Extensions/Expansions: Any existing use that does not conform with this Code cannot be expanded, enlarged, or increased in size, footprint or coverage without approval by the Planning Commission.

Present Zoning: OS (Open Space District)

Sec. 2.7 – Open Space District – The OS District is intended to accommodate civic greens, plazas, and parks and is characterized by both active and passive uses.

Present Use: Non-compliant Parking Lot

Future Land Use: Neighborhood Business Corridor
From 2008-2028 City of Hattiesburg Comprehensive Plan (Adopted before the formation of the Midtown Form-Based Code and Plan)

**Surrounding Zoning:
and Land Use:** North: MX-3 (Mixed Use Districts)
South: EM-3/MX-3 (Employment District / Mixed-Use District)
East: MX-3 (Mixed Use Districts)
West: OS (Open Space District)

**Letters or
Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case as of October 21, 2022.

History / Background: The applicant seeks to expand/improve an existing non-conforming parking lot to accommodate parking needs for Forrest General Hospital and its future expansion plans. Forrest General plans to occupy and renovate the clinic to the west of the parking lot (which is also zoned Open-Space) to house a portion of their neurosurgery program.

The Midtown Form-Base-Code requires Planning Commission review for certain uses and expansions. The purpose is to ensure these uses are located and sited appropriately and that they are consistent with the adopted Midtown Master Plan and its intent.

The Midtown Masterplan established the location of The Midtown Green/Amphitheatre (Masterplan Pg. 39, 44, 48) to serve as a focal point and as a central location for community and civic gatherings. The amenity of an amphitheater was chosen given the proximity to USM and the prominence of their music department. More important than the celebration of music, however, is the strategically located outdoor amenity convenient to all commercial, mixed use, and hospital uses. Greenspace amenities are valuable to high-density mixed-use development as well as visitors to all uses that currently and will exist in a fully developed Midtown.

Item: B

Forrest General Hospital, Owner, Jeff Cook, Representative, and Dustin Gatlin, Engineer
Request for: **Conditional Use to Expand a Non-Conforming Use**

Parking lots should be thoughtfully placed and should not dominate the streetscape of this pedestrian-oriented, urban environment.

The Planning Commission should consider the broader impact of approving the expansion of a parking lot in open-space zoning and the long-term effects this would have on the Midtown Masterplan's intent.

Options:

Recommend approval or denial of the request to expand a non-conforming use of a "Parking lot or garage" in OS (Open Space Zoning) District as required by the Midtown Form-Based Code, Section 7.3.B.3, for a certain property located at approximately 205 S 28th Avenue

SUBJECT PARCEL:

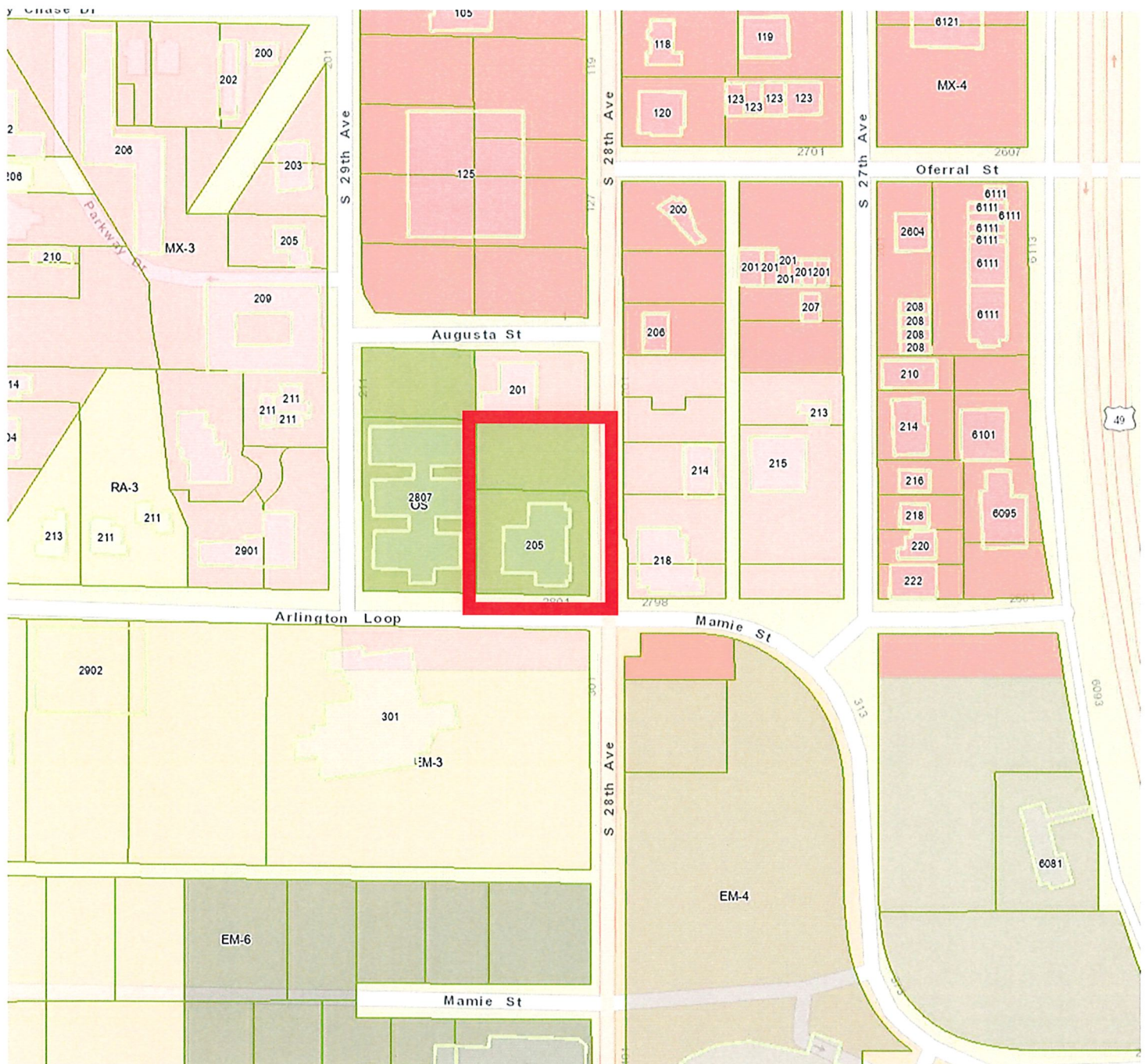
205 S 28th Avenue—Forrest General Hospital

by Forrest General Hospital, Owner, Jeff Cook, Applicant, and Dustin Gatlin, Engineer

The petitioners request approval by planning commission (conditional use) to expand a non-conforming use of "Parking lot or garage" in OS (Open Space Zoning) District for a certain property located at approximately 205 S 28th Avenue (Parcel 2-028N-07-011.00, 2-028N-07-010.00; PPIN 20796, 20795; Ward 3).



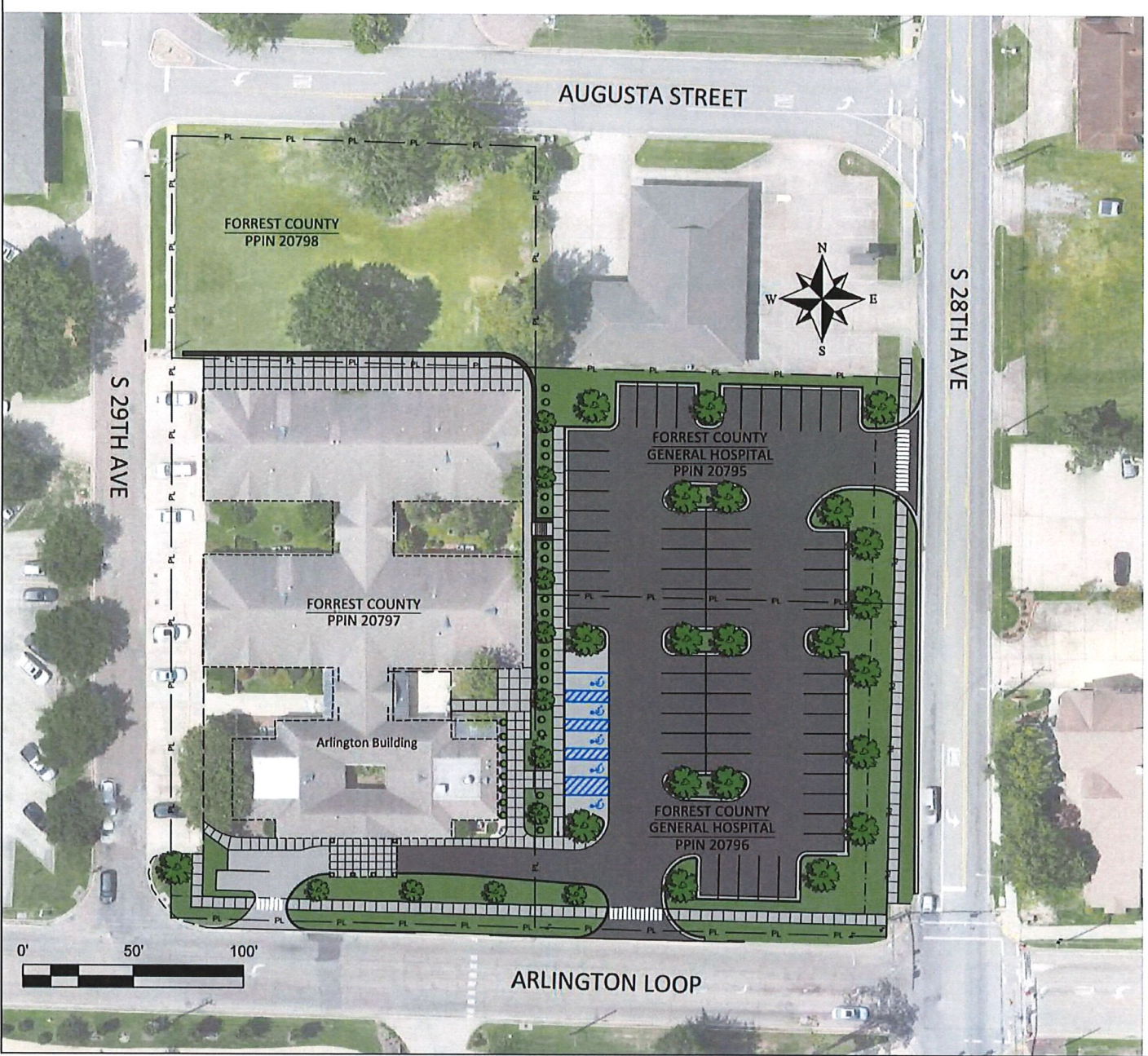
Subject Area for Use Request



Site Aerial



Site Plan



SUBJECT PROPERTIES

North: MX-3 (Mixed Use District)



South: EM-3/MX-3 (Employment District / Mixed-Use District)



East: MX-3 (Mixed Use District)



West: OS (Open Space District)

SURROUNDING AREA

Streetscape of S 28th Ave Facing North



Streetscape of S 28th Ave Facing South

Southeast Corner of Arlington Loop/Mamie Street and S 28th Ave



Proposed building for Neurosurgery Expansion



Conditional Use (2 pages)

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

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

Yes, the requested use is for vehicle parking which is in-line with the conditions as set forth in Section 5. The proposed parking meets the design standards as established by the applicable zoning regulations.

2. Describe the effects the proposed use of utilities and facilities will have on the community.
See separate document describing benefits to community.

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

The size of the parcels is adequately sized for the intended use. The building will be for medical clinic use which requires a minimum of 1 space per 250 square feet of gross floor area. The proposed parking will be for approx. 13,400 sq. ft. of the building so a minimum of 54 spaces is required.

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

All traffic that will be accessing the building and parking addition is currently coming to FGH. The proposed project will relocate that traffic from the main hospital to the building at the corner of 28th Ave and Arlington Loop.

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

If yes, please explain:

6. What is the expected number of customers/employees per day? The existing gravel parking lot is
currently utilized for staff parking. The paved parking lot will be for patients only. The patient load is expected
to be less than the staff load currently utilizing the parking lot. All staff will be diverted to existing paved parking
south of Mamie Street and East of 28th Avenue.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 68 vehicles, and
5 ADA vehicle(s); with 4 loading spaces.

73 spaces in total for parking improvements. Building has another 17 spaces accessed from S 29th Avenue.

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

RESPONSE FOR ITEM NO. 2 ON CONDITIONAL USE DOCUMENT:

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

As our community grows, so does the need for medical services. Forrest General Hospital (FGH) is one of three hospitals in Mississippi with a Level-II Trauma designation. Beginning on July 1, 2022 FGH was forced to employ four (4) neurosurgeons who were previously not employed by FGH in efforts to maintain our Level-II Trauma designation. At the present time, these neurosurgeons are sharing clinical space inside the main hospital with another group of physicians. Due to the patient load and the services provided, it is necessary that FGH move the neurosurgeons to a separate space.

These neurosurgeons will be relocated into an existing building located at 2807 Arlington Loop. This building will be called "Forrest Health's Institute of Neuroscience". This facility will benefit the Greater Hattiesburg area in a myriad of ways. The Institute will provide solutions to complex and serious medical issues using the expertise of local medical professionals – neurosurgeons – who provide treatment of the brain, spine, and nervous system to patients in the Greater Pine Belt area and state.

Neurological disorders can be daunting and difficult for many patients to handle. A facility, such as this, will move these patients out of the busy, hustle-and-bustle of a hospital environment to a facility staffed by clinicians who offer prompt, personalized care in a more intimate and nurturing environment.

Having this facility within the Forrest Health system will allow for seamless, collaborative care as patients at the regional hospitals and clinics will benefit by having access to this expertise. The care provided by the Institute will have far-reaching effects to those in the southern part of the state. It will keep residents in our community and the surrounding area from having to travel out of state or great distances in order to receive the medical treatment they need.

Forrest Health's Institute of Neuroscience is a facility which will play an important role as the Hub City's medical community continues to find new ways of providing optimal care for its residents.

Mrs. Caroline Ingram
322 S 23rd Avenue
Hattiesburg, MS 39401

November 1, 2022

Hattiesburg Planning Commission
200 Forrest Street
Hattiesburg, MS 39401
DELIVERED VIA EMAIL

Dear Commissioners,

I do not support Forrest General Hospital's request (Item B) to build a new parking lot ("expand a non-conforming use") in the Open Space (OS) zoning in the Midtown District.

Approval of this request all but ensures that the property will never be used in compliance with OS zoning, depriving the Midtown District of a substantial amount of OS zoning. The use of "parking lot" is neither consistent with uses prescribed in the OS zoning in the Midtown Form Based Code (FBC) nor does it align with the intention of the Midtown in Motion Master Plan. The request runs afoul of Midtown FBC Sec. 7.3.A(2) "Nonconformities", which states, "the provisions of this section are designed to limit reinvestment in uses, building and structures that do not conform to this Code and where appropriate, to bring about their eventual compliance in order to preserve the integrity of the regulations established by this Code." The scope of work for the parking lot shows an exorbitant reinvestment.

Indeed, one of the advantages of FBCs is that they provide very clear development expectations. Citizens, developers, and even financial lending institutions can reasonably expect specific types of uses in specific zones, high standards of design and architecture, and a highly predictable development pattern under an FBC. Modifications to land use through rezones or intensive expansion of nonconformities is problematic because it can create uncertainty and risk in an environment that should be predictable.

The constant hacking away at the integrity of the Midtown FBC through approval of excessive variances, de facto zoning changes, and approval of uses not allowed in zoning districts (i.e., pending Item B) denigrates key advantages of having an FBC.

If Item B is approved, I see an emerging narrative that the City of Hattiesburg does not have the intention of consistently enforcing the Midtown FBC or supporting Midtown in Motion. If it is not the intention of the City of Hattiesburg and various stakeholders to honor these plans, then perhaps it is time for the plans to either be updated to align with current long-term goals of the major stakeholders or abandon the Midtown project altogether.

Sincerely,

Caroline Ingram

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

The Hattiesburg Planning Commission did meet in a regular session on November 2nd, 2022, at 1:02 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. 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
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners Absent: Charles Dawe
Michael Dickerson
Amy Hinton, Vice-Chair

Also Present: Ginger M. Lowrey, AICP, Planning Div. Manager
Nathan Satcher, Planner
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.
Betsy Mercier, Mayor's Office

AGENDA REVIEW

There came the matter of the November 2022 Agenda. Rebekah Ray made a motion to approve the November 2022 minutes, seconded by Elayne Lockett.

Commissioners voting aye: Dick Conville
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the October 5th, 2022 minutes. A motion was made by Rebekah Ray to approve the minutes. Commissioner Lockett seconded the motion.

Commissioners voting aye: Dick Conville
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners voting nay: None

REPORTS

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for October 2022 and provided an amended report for September 2022. He noted there was a discrepancy in the project valuation from 2021 to 2022 due to several large projects that were approved, such as the Jones Headquarters Building.

PLANNING REPORT

There came the matter of the Planning Report by Mrs. Lowrey, Planning Division Manager. Lowrey started by congratulating Dr. Richard Conville on receiving the Planning Advocate of the Year Award at the Mississippi/Alabama Planning Association conference last month. She shared that his extensive experience as a commissioner for over 26 years is an asset to the city with the continuity and institutional knowledge he brings to the city. She also shared that the city received the Public Space Award for the Pocket Museum alley at the conference as well. Lowrey also shared that next month the city would be bringing the Longleaf Village in the Avenues plan to Planning Commission at the December meeting for review after being first presented at City Council on December 5th. She noted that part of the delay is that the City

decided to reorganize a part of the project and include changing the Midtown Form-Based Code into the Hattiesburg Form-Based Code so that the City could apply a form-based zoning code elsewhere in the city without creating a complete new code.

Lowrey also stated that the zoning change from B-3 to B-5 for the property at 2703 Oak Grove Road was approved unanimously by City Council.

CHAIR’S REPORT

There came the matter of the Chair’s Report. Chair Miller shared his thanks to the staff for their continued work and was glad to hear staff was able to attend the state planning conference, which he has been active in previous years. He noted his absence last month was due to him visiting with family in Green Bay in celebration of his 65th birthday

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Street Renaming), filed by Robert Owen, Owner, and Heather Dickerson, Representative, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Eagle Drive to “Newhaven Drive” (Eagle Drive is a dead-end street connecting only to N 38th Ave), Ward 1, Forrest County).

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

Given that no one was present at the start of the public hearing portion of the meeting to represent the application, Chair Miller noted that he did not want to set a precedent of approving items without someone there to represent the application. Commissioner Pickett made a motion to table the item, seconded by Rebekah Ray. All present voted in favor of tabling the item.

Motion to Table: (8-0)

Commissioners voting aye: Dick Conville
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett
 Mark Miller - Chair
 Luke McNair (via GoToMeeting)
 Rhoda A. Pickett
 Rebekah Ray
 Carlos Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Conditional Use for Expansion of a Non-conforming Use), filed by Forrest General Hospital, Owner, Jeff Cook, Applicant, and Dustin Gatlin, Engineer, for approval by planning commission (conditional use) to expand a non-conforming use of “Parking lot or garage” in OS (Open Space Zoning) District as required by the Hattiesburg Form-Based Code, Section 7.3.B.3, for a certain property located at approximately 205 S 28th Avenue (Parcel 2-028N-07-011.00, 2-028N-07-010.00; PPIN 20796, 20795; Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Jeff Cook	<i>Virtual</i> via GoToMeeting	
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Jeff Cook (virtual), Vice President and General Counsel for Forrest General Hospital (FGH), presented the application. He stated that Forrest General had what they believed to be an emergency in regards to having adequate neurosurgery clinic space, where he stated they are unable to see enough patients due to their current neurosurgery clinic capacity within the hospital. Their solution was to renovate the adjacent building and construct and formalize the gravel parking lot adjacent to the Arlington Building to address their neurosurgery logistical needs. He provided some background information on the emergency, where their previous neurosurgeons were recruited by other employers, which endangered their Level II Trauma status. Forrest General Board of Trustees declared this as an emergency and employed additional neurosurgeons in July 2022 to maintain their Level II Trauma Status. With newly hired neurosurgeons and the need for clinic space, Cook stated the need to expeditiously have a parking lot in place for their clinic. Cook noted that he was unaware of the history of the

property and how it was zoned as open space with Forrest General being the owner of the property. He noted that he believed the *Midtown Green Park* plan satisfied the need for the open space requirement set forth by the Midtown Master Plan and was supportive of that.

Chair Miller stated that no one questions the value of Forrest General to the community, but they do not take lightly changes of this nature. He questioned what other alternatives were sought in addressing their need and why this has become a requirement of Forrest General Hospital. Cook replied that FGH looked at all available spaces and that the main hospital is out of space for this type of service. He stated that FGH owns the space and was unsure why it was ever zoned as Open-Space and that the process of it becoming zoned as such disturbing. He stated it was inappropriate since there was an active business on the property when it was zoned as Open-Space. Chair Miller responded that he did not find it disturbing given that it was a completely public process and multiple meetings were had with FGH on developing the Midtown Master Plan.

Commissioner Conville stated that the creation of the Midtown Master Plan was a public process and FGH was a key player in the plan and fully supported it. He noted that FGH helped create the Midtown District and asked that Jeff Cook not portray FGH as being victimized by planning. Jeff Cook claimed the location of their clinic is a strategic and efficient location to host a clinic. He apologized for portraying FGH as a victim but noted that he did not believe they are a victim as they have been in discussions with the Mayor and COO and believed that the City needs this service and the zoning is encumbering a legitimate business. Chair Miller noted that Jeff did refer to this as disturbing and that a project of this manner would be an extraordinary exemption and the commission would have expected a more robust presentation. Chair Miller then sought clarification on whether the doctors would leave the clinic and practice if FGH chose to not pave the parking lot. Cook stated no, but it is best practice to pave the parking lot for the needs of the patients and employees. Several commissioners questioned alternative locations for additional parking and clinic space and whether other options had been adequately explored.

Commissioner Conville stated this is the only open-space zoning in the district and is concerned that the administration at FGH doesn't understand the concept of Midtown as a walkable, living, working community, and to take away this zoning seems to violate the concept of the midtown district. He wished that FGH had offered an alternative property to replace this open space as part of their request. Chair Miller followed up on the note that form-based

planning is precisely the idea and concept that makes places attractive to professionals, doctors, professors, engineers, etc. Jeff Cook retorted that the addition of green space in a master plan to a property that the city did not control is essentially the same as throwing a dart at something and FGH has been very clear with the Mayor that this property has always been deemed a growth strategy property to be used for their services. He noted that he is in charge of strategy and real estate for FGH and would be happy to speak with the Planning Commission in connection with the Mayor to discuss some of their overall growth strategies. He reiterated the urgency of their request.

Commissioner Conville agreed with Jeff's observation that this Commission, FGH, and the City need to coordinate discussions on midtown as it appears everyone is not on the same page. A letter of opposition was emailed to staff in regard to the request and the commissioners were provided digital and physical copies of the letter. The letter has been attached to the minutes for the record.

Chair Miller then declared the public hearing portion of the meeting closed at 1:56 PM. Commissioner Conville noted that there have already been significant changes to the Midtown Plan and while the plan is a living document, he would be disturbed if the only open-space zoning were omitted for a parking lot. The form-based code has been a driver of midtown's success. Chair Miller noted that the Jones Headquarters and their parking lot request as an example, but they did offer other amenities to help offset their parking and presented their application much more strategically. Commissioner Keysear noted that the lot is currently being used as an unimproved parking lot, and posed the question of whether there would be anything that would compel them to comply with the open space zoning. Lowrey clarified that zoning does not force anyone to comply with the intended use, but can prevent the expansion or establishment of uses that are not consistent with the intended outcome of the code. Commissioner Keysear noted that this decision and impetus seem unfair in the absence of any guidance by the mayor or city council in the manner it has been presented. Jim Gladden, city attorney noted that regardless of the decision made by the Planning Commission, the county or state could potentially override the City and move forward with their intended plans. Chair Miller noted the comment but wanted the Planning Commission to set its own precedents toward planning. Commissioner Conville noted it is their job to protect the integrity of zoning and form-based codes and this should have been avoided. A motion to deny was made by Rebekah Ray

and seconded by Elayne Lockett. A roll call vote was then conducted.

Motion to Deny: (6-0 with 2 abstaining)

Commissioners voting aye (to deny):

Dick Conville
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rebekah Ray

Commissioners voting nay:

None

Commissioners abstaining:

Rhoda A. Pickett
Carlos Wilson

There came the matter of Item C (Historic Flood Variance), filed by Newton Fawcett, Owner, as required in the Flood Damage Prevention Ordinance No. 3294, as amended of the City of Hattiesburg, Mississippi, to request a Flood variance per Article 6, Section E, which states that qualifying historic structures may apply for a Flood variance from the requirement to elevate or flood proof the structure, for 102 Walley Street (Parcel No. 2-029K-09-212.00, PPIN 19634, Forrest County, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Newton Fawcett	118 Miller St	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Newton Fawcett, the owner, presented the application and initiated his opposition to the interpretation of the code. Chair Miller stated that the Planning Commission can only vote to approve, deny, or table the request and not the interpretation of the code in the meeting today. Fawcett provided documentation detailing his opposition to the interpretation of the code and reiterated his opposition. Several commissioners had questions on details of the additions, which Fawcett explained.

Chair Miller then closed the public hearing portion of the meeting at 2:36 PM and reminded the Planning Commission that their only option was to approve, deny, or lay on the table the request, and was unable to act on the manner in any other way in today's hearing. Commissioner Conville made a motion to approve and Carlos Wilson seconded. A roll call vote

was then taken.

Motion to Approve: (8-0)
Commissioners voting aye: Dick Conville
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett
 Mark Miller - Chair
 Luke McNair (via GoToMeeting)
 Rhoda A. Pickett
 Rebekah Ray
 Carlos Wilson
Commissioners voting nay: None
Commissioners abstaining: None

The applicant for Item A arrived late and was in attendance at this point of the meeting. Lockett made a motion to remove from the table, seconded by Conville. All voted to remove the item from the table and the item was discussed in the public hearing portion of the meeting.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Street Renaming), filed by Robert Owen, Owner, and Heather Dickerson, Representative, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Eagle Drive to “Newhaven Drive” (Eagle Drive is a dead-end street connecting only to N 38th Ave), Ward 1, Forrest County).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Heather Dickerson	1700 S 28 th Ave	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Heather Dickerson, applicant and representative of SVN Realty and the owner, presented the application. Dickerson noted when using internet search engines for “Eagle Drive”, multiple crime-related articles appear and are not ideal from a marketing perspective for potential clients. She noted that all structures on the street that would be affected by the name change are under the same ownership and managed by SVN realty. Dickerson also noted the apartment buildings are currently being renovated. Wiley Quinn, Director of Urban Development, commented on the positive changes on Eagle Drive during his time in Code Enforcement.

Chair Miller then closed the public hearing portion of the meeting at 2:48. Jeff Keysear made a motion to approve, seconded by Carlos Wilson, and a roll call vote was conducted.

Motion to Approve: (8-0)

Commissioners voting aye: Dick Conville
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners voting nay: None

Commissioners abstaining: None

BUSINESS MEETING

Having no further business, Commissioner Ray made a motion to adjourn. The motion was seconded by Commissioner Conville and the public meeting was adjourned at 1:40 PM.

Mark M. Miller, Chair

Ginger Lowrey, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Wiley Quinn, Urban Development Director, Nathan Satcher, Planner

Date: Tuesday, November 22, 2022

Re: Approve or Deny a petition filed by Newton Fawcett, to request a Flood variance per Article 6, Section E, for 102 Walley Street (Parcel No. 2-029K-09-212.00, PPIN 19634, Ward 2).
File Number: 2022-861
Minute Book #

Summary

102 Walley Street – Flood Damage Prevention Ordinance No. 3294 Flood Variance

Recommendation Statement

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



**Planning Commission
Case Fact Sheet**

Name of Petitioner: Dr. Newton Fawcett, Owner

Address of Property: 102 Walley Street **Tax Parcel:** 2-029K-09-212.00 **PPIN:** 19634 **Ward:** 2

Request: **Historic Flood Variance** from the Flood Damage Prevention Ordinance

Purpose of Request: To request a variance from Article 6, Section E, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood proof the structure, for 102 Walley St (Parcel No. 2-029K-09-212.00, PPIN 19634, Forrest County, Ward 2).

Applicant Summary: See Attached
Applicable Regulations:

SECTION 4 Zoning Districts Established

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

CODE OF ORDINANCES, CHAPTER 10, ARTICLE 6, SECTION E

See attached Ordinance Excerpt

Present Zoning: The parcel is currently zoned R-1C, Single-Family Residential

Present Use: Single-Family Residential Structure

Future Land Use: Neighborhood Conservation District 1

Surrounding Zoning and Land Use:
North: R-1C, Single-Family Residential
South: R-1B Single-Family Residential
East: R-1C, Single-Family Residential
West: R-1C, Single-Family Residential

Letters or Concerns stated: The Planning Division Office has received one citizen inquiry about the historic flood variance as of October 21, 2022.

History / Background: Substantial Improvement has been proposed for an accessory structure at this address. A structure in a hazardous flood zone that proposes Substantial Improvement must come in to compliance with the Flood Damage Prevention Ordinance or may apply for a variance from these requirements if qualifying.

At the time of this report the applicant has not provided full documentation for the requirements of Chapter 10. Article 6. Section E. 1-3 as a "Bona-fide Historic Structure", but is expected to. The city is assiting with documentation from MDAH. Planning Commission approval is required for "Flood Variances" See the included Flood Ordinance for guidance.

A "historic variance" will allow the existing structure to be improved without being required to be elevated, no matter the value of the work. This variance will not prevent additions to the historic structure from the elevation requirement. Any new construction or addition will still be subject to the requirements of the flood ordinance.

The accessory structure has already been granted a Certificate of Appropriateness by the Hattiesburg Historic Conservation Commission for the changes to the exterior.

Option: Approve or Deny

minimum necessary so as not to destroy the historic character and design of the building. (See Article 6, Section F.)

- (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (4) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section E.)
- (5) Upon consideration of the factors listed above and the purposes of this ordinance, the Hattiesburg Planning Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (6) Variances shall not be issued “after the fact.”

SECTION D. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
- (2) List the specific variance granted with the minimum requirement that was changed with the approved variance. List the article, section and subsection for which the variance was issued to.
- (3) Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Chancery Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances to the Federal Emergency Management Agency and the Mississippi Emergency Management Agency upon request.

SECTION E. HISTORIC STRUCTURES.

Variances may be issued for the repair or rehabilitation of “historic structures” only upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as a “historic structure” and the variance is the minimum to preserve the historic character and design of the structure.

- (1) The building must be a bona-fide “historic structure.” As followed by definition.
- (2) The project must maintain the historic status of the structure. If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule.
 - (a) Written review and approval of proposed plans by the local historic preservation board and/or the Historic Planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.
- (3) Take all possible flood damage reduction measures. Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:

- (a) Locating mechanical and electrical equipment above the BFE or floodproofing it.
- (b) Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.
- (c) Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

SECTION F. SPECIAL CONDITIONS.

Upon consideration of the factors listed in Article 6, and the purposes of this ordinance, the Hattiesburg Planning Commission may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

SECTION G. FLOODWAY.

Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

ARTICLE 7. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance."

SECTION 2. That Ordinance Number 3247 adopted December 18, 2018, and any other ordinances in conflict thereof are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force immediately after passage as provided by law. It is vital to the public health, safety, and welfare and is necessary for residents within SIIFA to be able to obtain flood insurance.

The foregoing Ordinance having been reduced to writing was introduced by Council Vice President George, seconded by Council Member Brown and was adopted by the following vote, to wit:

YEAS:
George
Delgado
Carroll
Ware
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Ordinance adopted this the 7th day of September, 2021.

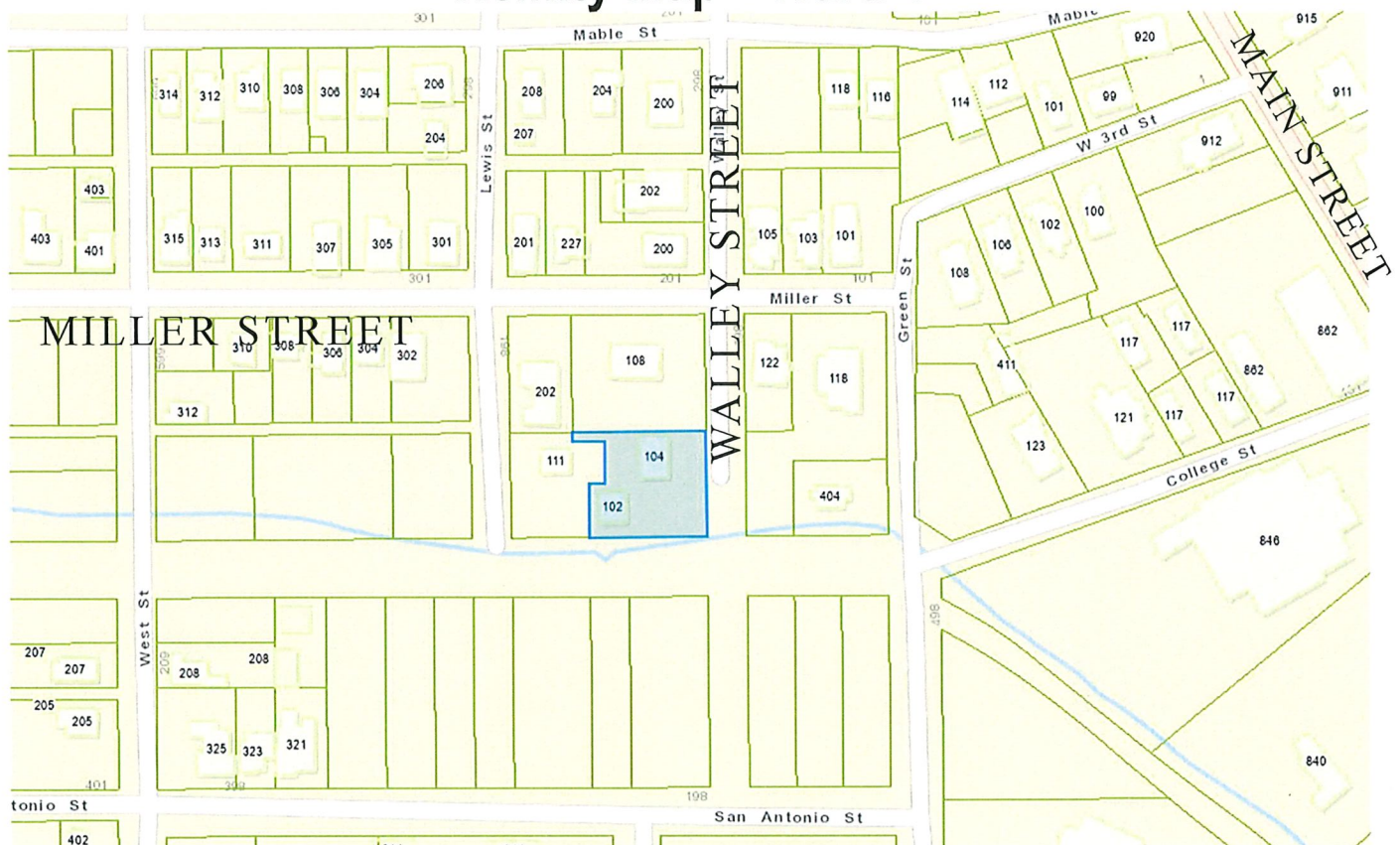
SUBJECT PARCEL:

102 Walley St

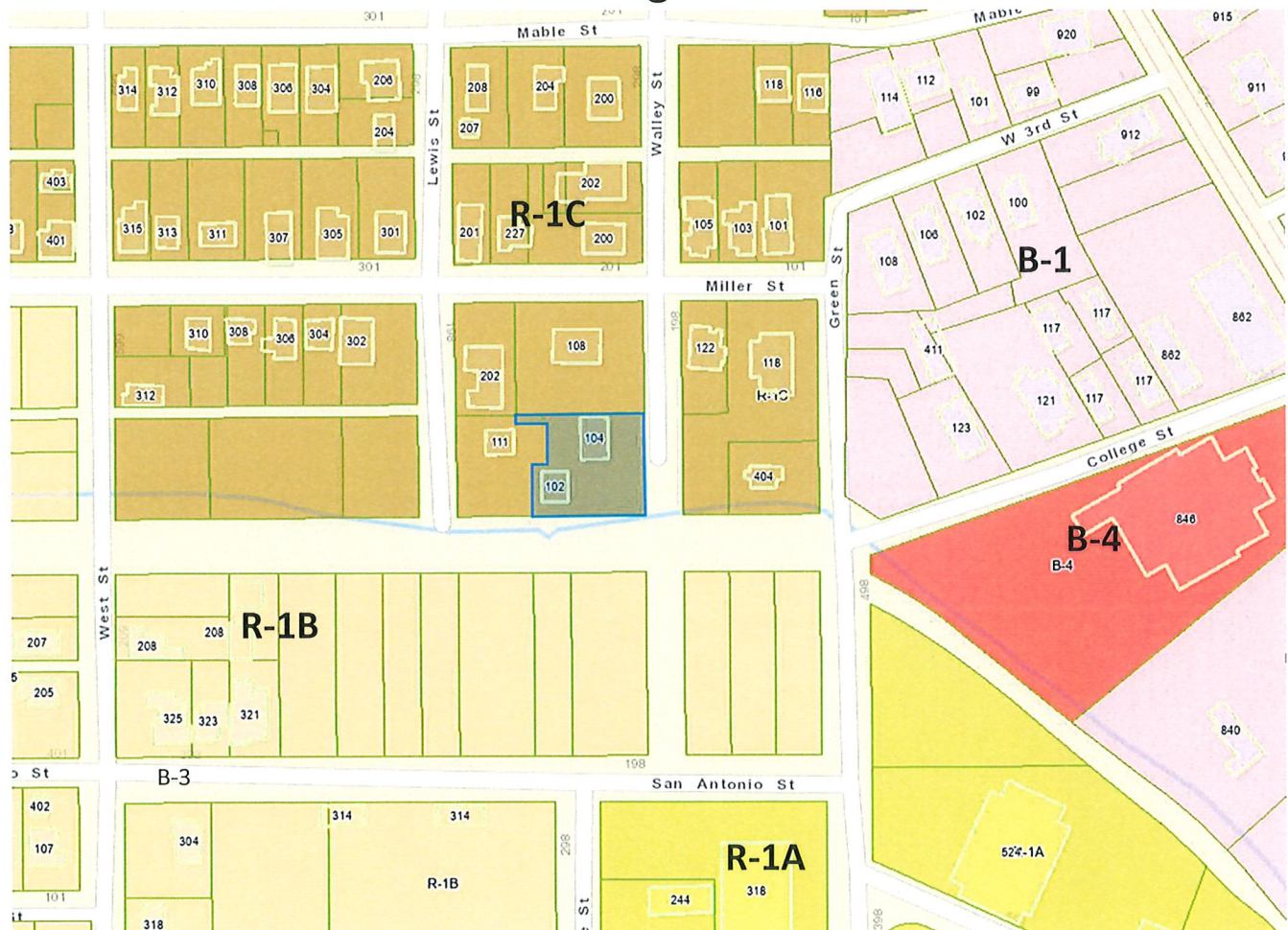
Newton Fawcett, Owner

A petition has been filed by Newton Fawcett, Owner, as required in the Flood Damage Prevention Ordinance No. 3294, as amended of the City of Hattiesburg, Mississippi, to request a Flood variance per Article 6, Section E, which states that qualifying historic structures may apply for a Flood variance from the requirement to elevate or flood proof the structure, for 102 Walley Street (Parcel No. 2-029K-09-212.00, PPIN 19634, Forrest County, Ward 2).

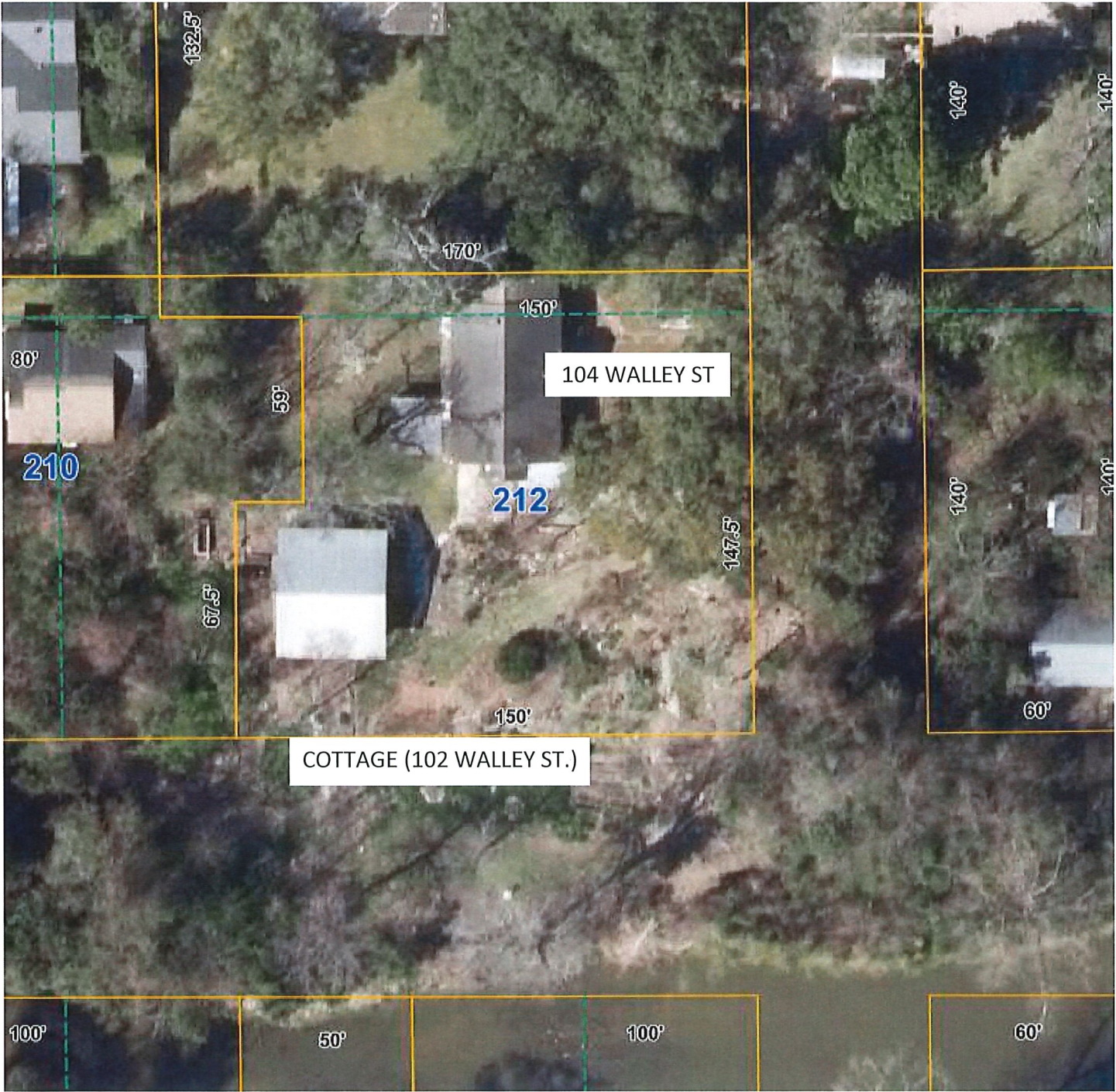




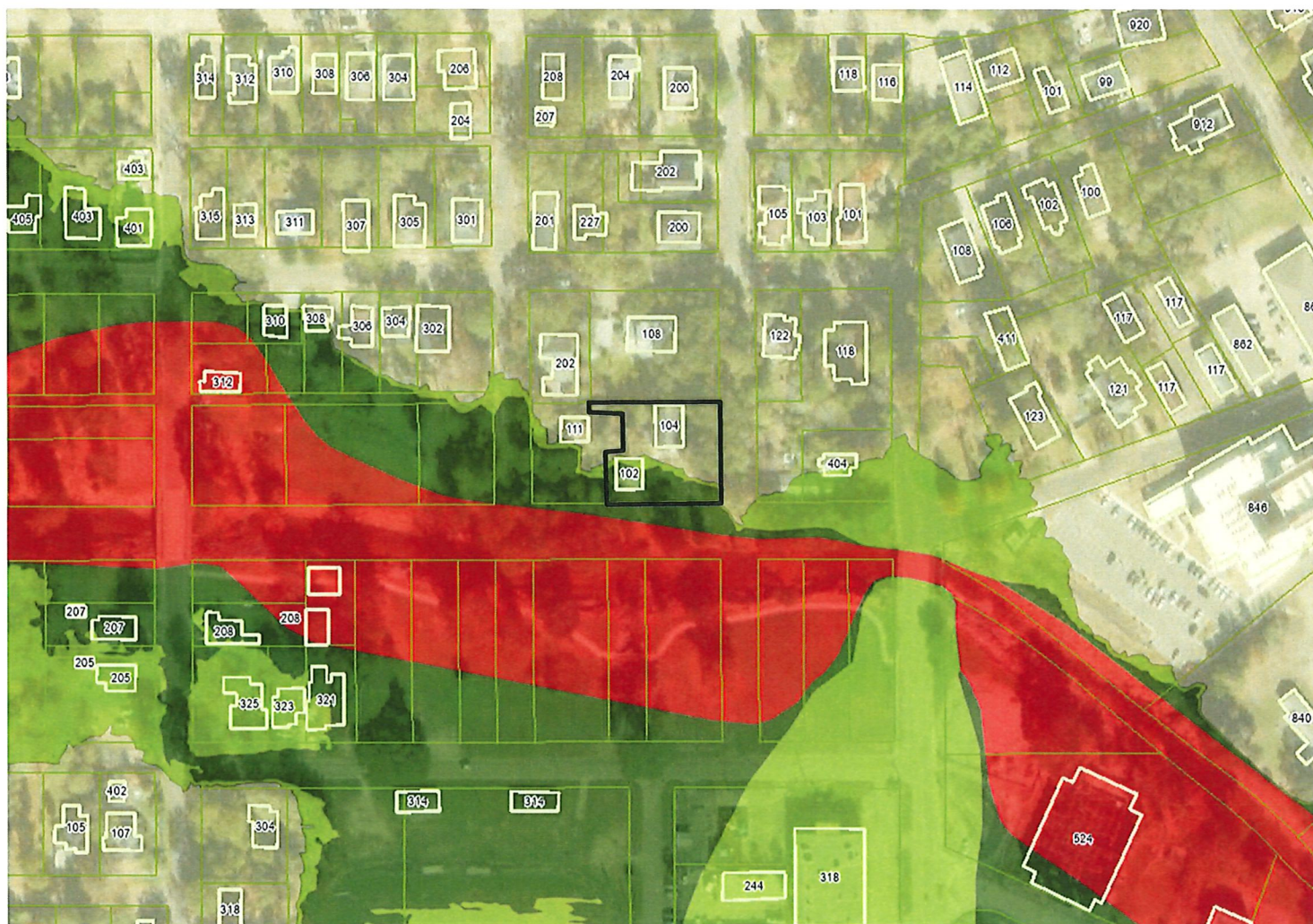
Zoning—B-5



Site Aerial



Flood Zone Map—Property Outlined in Black



Note: Floodways and Zone AE are regulated flood zones

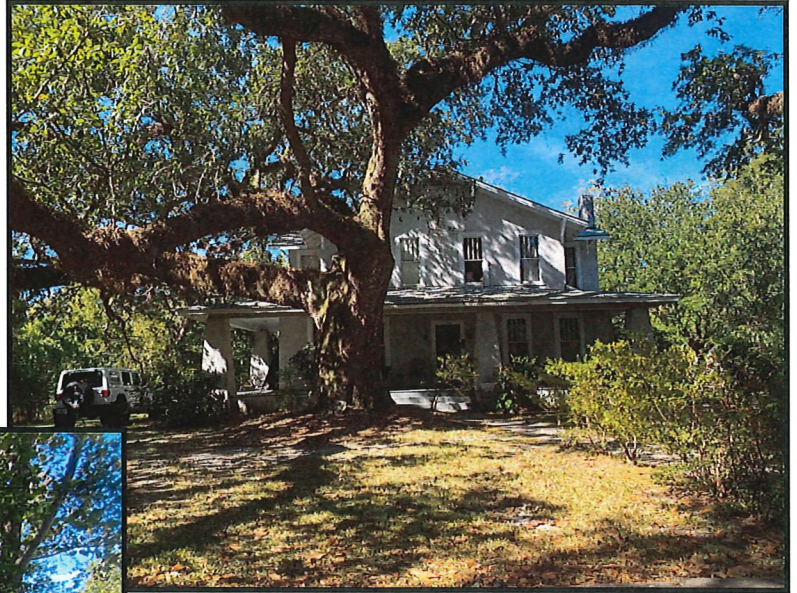
Floodplain

FEMA Flood Zones

- FLOODWAY AREA IN ZONE AE
- ZONE A (100 yr flood - no elevation)
- ZONE AE (100 yr flood w / elevation)
- ZONE SX (500 yr flood)
- ZONE X (No Special Flood Hazard Area)

SURROUNDING AREA

Northern Direction: R-1C Single-Family Residential



Southern Direction: R-1C Single-Family Residential

Facing to Gordon's Creek

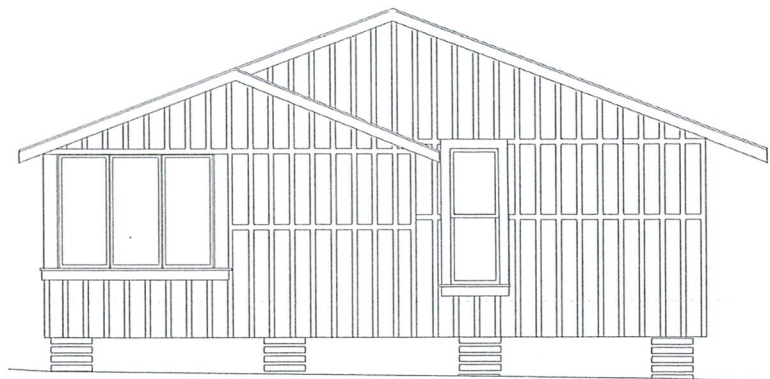


Eastern Direction: R-1C Single-Family Residential

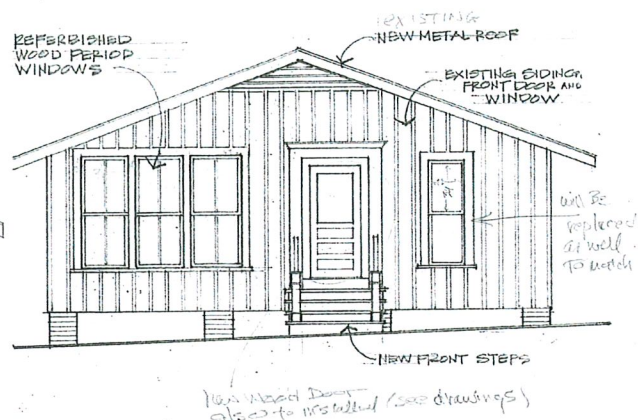


Western Direction: R-1C Single-Family Residential

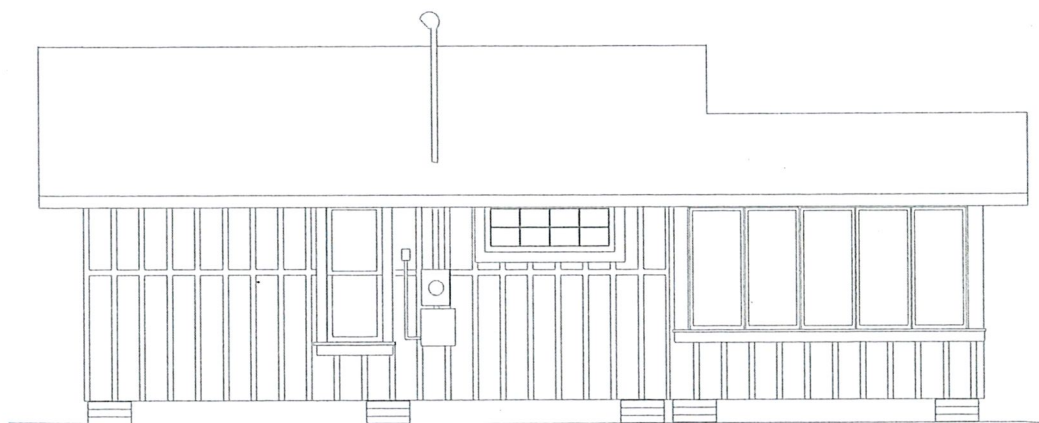




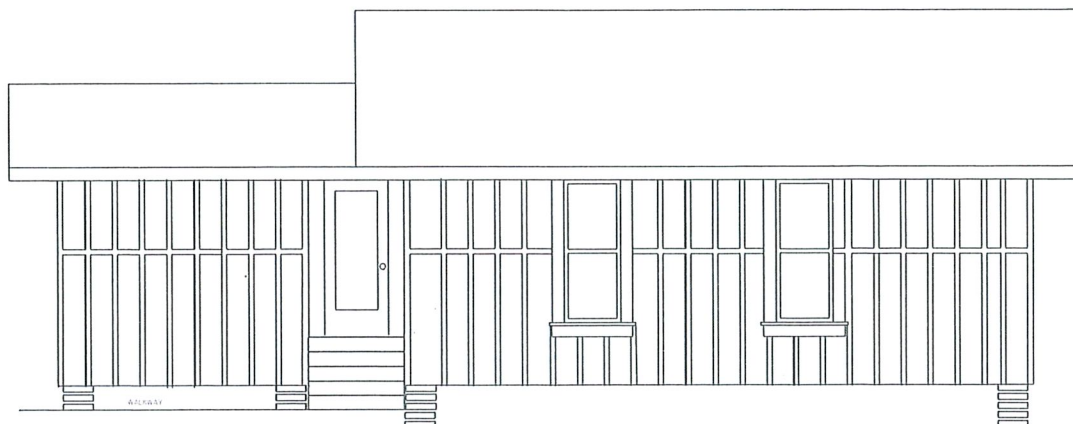
YH - PROPOSED WEST ELEVATION WELI
2/21 1/4" = 1.0'



PROPOSED FRONT ELEVATION
1/4" = 1.0"



YH PROPOSED NORTH ELEVATION NELI
1/21 1/4" = 1.0



YH - PROPOSED SOUTH ELEVATION 1/21
SELIA 1/4" = 1'

Statement to the Planning Commission, November 2, 2022, in regard to 102 Walley Street

Subject property, 102 Walley, is currently in full compliance with the spirit of Hattiesburg's flood ordinance, the floor elevation, which is accurately known, being a 150% higher above BFE than is required by our City's Flood Ordinance, ORD3247 (Exhibit A). The structure is on piers and hydrostatically in full compliance.

Because the Planner did not recognize the floor elevation determined in 2000 she applied the "substantial improvement rule" that was meant to apply only to structures in flood zones for which the floor elevation is unknown.

The City planner has helpfully suggested a way around the planning department's imposition of the "substantial improvement rule" would be to apply for an Historic Structure Variance as provided for in ORD3247. This then is the subject of the application before you.

Applicant is therefore applying for a variance under ORD3247, Article 6, Section E, and at the same time appealing the Planner's stated intention to treat the approved addition to the subject structure as wholly new construction on a previously unimproved site, rather than as an addition to an existing historic structure under Article 6, Section E. The applicant believes the Planner's intention would constitute a misreading of Article 6, Section E.

I would like to comment briefly on the history and purpose of the substantial improvement rule. This is a rule wisely put in place by FEMA and enforced by commercial banks. Its purpose was to limit potential losses due to flooding of structures located in flood zones for which the floor elevations above BFE (the base flood elevation) were unknown. The rule limits improvements to 50% of the current appraised value of the structure to be improved. The obvious way to gain relief from such a restriction would be to have a surveyor accurately determine elevation above BFE.

In the case before you, the floor elevation above BFE is accurately known to be 150% above the minimum requirement, so to apply the substantial improvement rule in the present case is prima facie absurd.

Although an ORD3247, Article 6 Section E would relieve the applicant of the substantial improvement rule, no matter how illogically applied. A concern now is in the reading of the Article 6, Section E. Our Planner has read this Section as not applying to additions to historic structures whereas the applicant's reading is that it applies equally to both the original structure and any approved, historically appropriate addition.

Applicant is now requesting that the Planning commission approve a Variance under Article 6, Section E of ORD3247 for subject property 102 Walley Street.

RECEIVED
NOV 02 2022
BY: *Gmc*

The subject property is a contributing structure in a Dept. of Interior, registered Historic District. (Exhibit B). Accordingly, it, *along with and including any rehabilitation or addition maintaining the historic status of the structure*, qualifies to be relieved of the requirement to be elevated or flood proofed .

If the Commission approves a Variance for the subject property under Article 6, Section E, applicant is requesting that the Planning Commission direct the Planner to treat the planned addition to the subject property according to the wording of Article 6, Section E, of Ordinance 3247.

A variance under Article 6, Section E, exempts qualifying Historic Structures from the “Substantial Improvement Rule.” (Exhibit C)

Under Section E (ORD3247) paragraph 3, There can be no question that the exemption to the requirement that “the building” be elevated to or above the BFE includes any qualifying addition. The wording in the Ordinance here is clear:

“... many things can and should be done to reduce the flood damage potential. Examples include:

Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.

Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.”

Note that in the first quoted subparagraph above the word “should” is used rather than the imperative “shall”.

EXHIBIT A

JAMES T. WILLIAMS-SURVEYOR

6111 U.S. HIGHWAY 49
O'FERRALL PLACE, SUITE 211
HATTIESBURG, MS 39401
268-2227

May 9, 2000

SN 155-00

**Newton Fawcett
118 Miller Street
Hattiesburg, MS 39401**

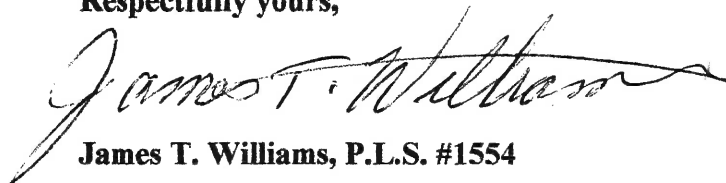
Mr. Fawcett,

The property located at 102 Walley Street and 104 Walley Street and being more particularly described as follows:

Lot 6, Block 10, and the vacated alley North of and adjoining said Lot 6 of the C.J. Miller Addition Number 2, City of Hattiesburg, Forrest County, Mississippi

is located in a Zone "AE" -Special Flood Hazard area inundated by 100 year flood, with base flood elevations determined according to F.I.R. Map Number 28035C0045 C, dated April 2, 1990. However, according to our field survey of the above described property we have determined that the finish floor elevations of both dwellings located on said property are above the base flood elevation of 158.4. The main dwelling is 8.58 feet above and the secondary dwelling is 2.51 feet above.

Respectfully yours,


James T. Williams, P.L.S. #1554

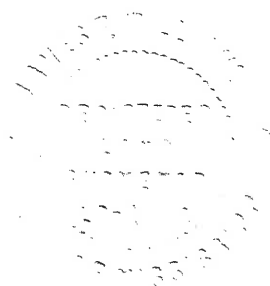


EXHIBIT B

Hattiesburg Historic Conservation Commission Certificate of Appropriateness

Historic District: North Main
Property Address: 102 Walley St.

Property Owner: Newt Fawcett

Applicant: Owner

Owner Mailing Address: 118 Miller St.

City: Hattiesburg

State: MS

Zip: 39401

Date: 4/14/2021

Brief scope of work:

 X A Certificate of Appropriateness is issued for work as approved and specified by the Historic Conservation Commission.

 X Specifications attached shall become part of this Certificate.

It is the responsibility of the property owner to obtain other permits and variances as required by the City.

Applicant/Property Owner/Contractor (Print and Sign) Date _____

Russell Archer Date 4/14/21
Historic Conservation Representative

Building Code Administrator Date _____

Tracy Ray Jr Date 4/14/21
Historic Conservation Commission Chairman

EXHIBIT C

SECTION E. HISTORIC STRUCTURES.

Historic structures may apply for a variance. If the repair or rehabilitation to a historic structure meet the following three criteria, the buildings will not have to be elevated or flood proofed.

1. **The building must be a bona-fide "historic structure."** As followed by definition.
2. **The project must maintain the historic status of the structure.** If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule.
 - a. Written review and approval of proposed plans by the local historic preservation board and/or the Historic Planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.
3. **Take all possible flood damage reduction measures.** Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:
 - Locating mechanical and electrical equipment above the BFE or floodproofing it.
 - Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.
 - Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

SECTION F. SPECIAL CONDITIONS.

Upon consideration of the factors listed in Article 6, and the purposes of this ordinance, the Hattiesburg Planning Commission may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

Flood Damage Prevention Ordinance
Historic Structure Variance criteria
Ord. 3294

Address: _____

RECEIVED
NOV 01 2022
BY: *Bml*

CHAPTER 10. ARTICLE 6. SECTION E. HISTORIC STRUCTURES.

Historic structures may apply for a variance. If the repair or rehabilitation to a historic structure meet the following three criteria, the buildings will not have to be elevated or flood proofed.

- 1) **The building must be a bona-fide "historic structure."** As followed by definition.

102 Wally is a contributing structure in the North Main Historic District - a dept. of interior registered District

- 2) **The project must maintain the historic status of the structure.** If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule.

- a) Written review and approval of proposed plans by the local historic preservation board and/or the Historic Planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.

102 Wally plans were approved on 4/14/21 by the Hattiesburg Historic Preservation Commission.

- 3) **Take all possible flood damage reduction measures.** Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE, or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:

- a) Locating mechanical and electrical equipment above the BFE or floodproofing it.

The existing Building is already 8.52 feet above BFE and meets all current flood ordinance requirements - the planned addition will also have a lowest occupied floor elevation 2.5 ft above BFE.

- b) Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.

The lowest floor of the 1-floor addition will be at the same elevation as that of the existing structure, viz, 2.5 ft above BFE. There is no change in floor elevation to "disguise".

- c) Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

*The building and the addition is/will be on piers the floor elevation of both is/will be 2.5 ft above BFE.
The required hydrostatic opening are/will be in place.*

See Article 6 Section A - D for additional information

all mechanical and electrical equipment are/will be above BFE.

**Certificate of Appropriateness
Specifications**

RECEIVED
NOV 01 2022
BY: GML

Historic District: North Main

Address of Property: 102 Walley St.

COA Issue Date: 4/14/21

A Certificate of Appropriateness has been approved for the above referenced property with the following specifications:

The commission approved the application as submitted, subject to any setback or flood zone requirements that may apply.

Historic Planner confirmation:

RA

October 31, 2022

Russell Archer
Historic Preservation Planner
Dept. of Urban Development
City of Hattiesburg

Dear Russell,

Re: Outbuilding at 104 Walley St., Hattiesburg, Forrest County

The outbuilding at 104 Walley St. in the North Main Historic District (035-HAT-1651-NRD) is listed within the district boundary associated with a contributing property. The wood-frame vernacular gable-fronted cottage was built within the Period of Significance and has some Craftsman detail, and appears to have good integrity. MDAH considers this out building a contributing structure within the North Main Street Historic District. Please let me know if you have any questions.

Cheers,

James Bridgforth

National Register Coordinator
Architectural Historian

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

The Hattiesburg Planning Commission did meet in a regular session on November 2nd, 2022, at 1:02 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. 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
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners Absent: Charles Dawe
Michael Dickerson
Amy Hinton, Vice-Chair

Also Present: Ginger M. Lowrey, AICP, Planning Div. Manager
Nathan Satcher, Planner
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.
Betsy Mercier, Mayor's Office

AGENDA REVIEW

There came the matter of the November 2022 Agenda. Rebekah Ray made a motion to approve the November 2022 minutes, seconded by Elayne Lockett.

Commissioners voting aye: Dick Conville
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the October 5th, 2022 minutes. A motion was made by Rebekah Ray to approve the minutes. Commissioner Lockett seconded the motion.

Commissioners voting aye: Dick Conville
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners voting nay: None

REPORTS

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for October 2022 and provided an amended report for September 2022. He noted there was a discrepancy in the project valuation from 2021 to 2022 due to several large projects that were approved, such as the Jones Headquarters Building.

PLANNING REPORT

There came the matter of the Planning Report by Mrs. Lowrey, Planning Division Manager. Lowrey started by congratulating Dr. Richard Conville on receiving the Planning Advocate of the Year Award at the Mississippi/Alabama Planning Association conference last month. She shared that his extensive experience as a commissioner for over 26 years is an asset to the city with the continuity and institutional knowledge he brings to the city. She also shared that the city received the Public Space Award for the Pocket Museum alley at the conference as well. Lowrey also shared that next month the city would be bringing the Longleaf Village in the Avenues plan to Planning Commission at the December meeting for review after being first presented at City Council on December 5th. She noted that part of the delay is that the City

decided to reorganize a part of the project and include changing the Midtown Form-Based Code into the Hattiesburg Form-Based Code so that the City could apply a form-based zoning code elsewhere in the city without creating a complete new code.

Lowrey also stated that the zoning change from B-3 to B-5 for the property at 2703 Oak Grove Road was approved unanimously by City Council.

CHAIR’S REPORT

There came the matter of the Chair’s Report. Chair Miller shared his thanks to the staff for their continued work and was glad to hear staff was able to attend the state planning conference, which he has been active in previous years. He noted his absence last month was due to him visiting with family in Green Bay in celebration of his 65th birthday

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Street Renaming), filed by Robert Owen, Owner, and Heather Dickerson, Representative, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Eagle Drive to “Newhaven Drive” (Eagle Drive is a dead-end street connecting only to N 38th Ave), Ward 1, Forrest County).

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

Given that no one was present at the start of the public hearing portion of the meeting to represent the application, Chair Miller noted that he did not want to set a precedent of approving items without someone there to represent the application. Commissioner Pickett made a motion to table the item, seconded by Rebekah Ray. All present voted in favor of tabling the item.

Motion to Table: (8-0)

Commissioners voting aye: Dick Conville
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett
 Mark Miller - Chair
 Luke McNair (via GoToMeeting)
 Rhoda A. Pickett
 Rebekah Ray
 Carlos Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Conditional Use for Expansion of a Non-conforming Use), filed by Forrest General Hospital, Owner, Jeff Cook, Applicant, and Dustin Gatlin, Engineer, for approval by planning commission (conditional use) to expand a non-conforming use of “Parking lot or garage” in OS (Open Space Zoning) District as required by the Hattiesburg Form-Based Code, Section 7.3.B.3, for a certain property located at approximately 205 S 28th Avenue (Parcel 2-028N-07-011.00, 2-028N-07-010.00; PPIN 20796, 20795; Ward 3).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Jeff Cook	<i>Virtual</i> via GoToMeeting	
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Jeff Cook (virtual), Vice President and General Counsel for Forrest General Hospital (FGH), presented the application. He stated that Forrest General had what they believed to be an emergency in regards to having adequate neurosurgery clinic space, where he stated they are unable to see enough patients due to their current neurosurgery clinic capacity within the hospital. Their solution was to renovate the adjacent building and construct and formalize the gravel parking lot adjacent to the Arlington Building to address their neurosurgery logistical needs. He provided some background information on the emergency, where their previous neurosurgeons were recruited by other employers, which endangered their Level II Trauma status. Forrest General Board of Trustees declared this as an emergency and employed additional neurosurgeons in July 2022 to maintain their Level II Trauma Status. With newly hired neurosurgeons and the need for clinic space, Cook stated the need to expeditiously have a parking lot in place for their clinic. Cook noted that he was unaware of the history of the

property and how it was zoned as open space with Forrest General being the owner of the property. He noted that he believed the *Midtown Green Park* plan satisfied the need for the open space requirement set forth by the Midtown Master Plan and was supportive of that.

Chair Miller stated that no one questions the value of Forrest General to the community, but they do not take lightly changes of this nature. He questioned what other alternatives were sought in addressing their need and why this has become a requirement of Forrest General Hospital. Cook replied that FGH looked at all available spaces and that the main hospital is out of space for this type of service. He stated that FGH owns the space and was unsure why it was ever zoned as Open-Space and that the process of it becoming zoned as such disturbing. He stated it was inappropriate since there was an active business on the property when it was zoned as Open-Space. Chair Miller responded that he did not find it disturbing given that it was a completely public process and multiple meetings were had with FGH on developing the Midtown Master Plan.

Commissioner Conville stated that the creation of the Midtown Master Plan was a public process and FGH was a key player in the plan and fully supported it. He noted that FGH helped create the Midtown District and asked that Jeff Cook not portray FGH as being victimized by planning. Jeff Cook claimed the location of their clinic is a strategic and efficient location to host a clinic. He apologized for portraying FGH as a victim but noted that he did not believe they are a victim as they have been in discussions with the Mayor and COO and believed that the City needs this service and the zoning is encumbering a legitimate business. Chair Miller noted that Jeff did refer to this as disturbing and that a project of this manner would be an extraordinary exemption and the commission would have expected a more robust presentation. Chair Miller then sought clarification on whether the doctors would leave the clinic and practice if FGH chose to not pave the parking lot. Cook stated no, but it is best practice to pave the parking lot for the needs of the patients and employees. Several commissioners questioned alternative locations for additional parking and clinic space and whether other options had been adequately explored.

Commissioner Conville stated this is the only open-space zoning in the district and is concerned that the administration at FGH doesn't understand the concept of Midtown as a walkable, living, working community, and to take away this zoning seems to violate the concept of the midtown district. He wished that FGH had offered an alternative property to replace this open space as part of their request. Chair Miller followed up on the note that form-based

planning is precisely the idea and concept that makes places attractive to professionals, doctors, professors, engineers, etc. Jeff Cook retorted that the addition of green space in a master plan to a property that the city did not control is essentially the same as throwing a dart at something and FGH has been very clear with the Mayor that this property has always been deemed a growth strategy property to be used for their services. He noted that he is in charge of strategy and real estate for FGH and would be happy to speak with the Planning Commission in connection with the Mayor to discuss some of their overall growth strategies. He reiterated the urgency of their request.

Commissioner Conville agreed with Jeff's observation that this Commission, FGH, and the City need to coordinate discussions on midtown as it appears everyone is not on the same page. A letter of opposition was emailed to staff in regard to the request and the commissioners were provided digital and physical copies of the letter. The letter has been attached to the minutes for the record.

Chair Miller then declared the public hearing portion of the meeting closed at 1:56 PM. Commissioner Conville noted that there have already been significant changes to the Midtown Plan and while the plan is a living document, he would be disturbed if the only open-space zoning were omitted for a parking lot. The form-based code has been a driver of midtown's success. Chair Miller noted that the Jones Headquarters and their parking lot request as an example, but they did offer other amenities to help offset their parking and presented their application much more strategically. Commissioner Keysear noted that the lot is currently being used as an unimproved parking lot, and posed the question of whether there would be anything that would compel them to comply with the open space zoning. Lowrey clarified that zoning does not force anyone to comply with the intended use, but can prevent the expansion or establishment of uses that are not consistent with the intended outcome of the code.

Commissioner Keysear noted that this decision and impetus seem unfair in the absence of any guidance by the mayor or city council in the manner it has been presented. Jim Gladden, city attorney noted that regardless of the decision made by the Planning Commission, the county or state could potentially override the City and move forward with their intended plans. Chair Miller noted the comment but wanted the Planning Commission to set its own precedents toward planning. Commissioner Conville noted it is their job to protect the integrity of zoning and form-based codes and this should have been avoided. A motion to deny was made by Rebekah Ray

and seconded by Elayne Lockett. A roll call vote was then conducted.

Motion to Deny: (6-0 with 2 abstaining)

Commissioners voting aye (to deny):

Dick Conville
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rebekah Ray

Commissioners voting nay:

None

Commissioners abstaining:

Rhoda A. Pickett
Carlos Wilson

There came the matter of Item C (Historic Flood Variance), filed by Newton Fawcett, Owner, as required in the Flood Damage Prevention Ordinance No. 3294, as amended of the City of Hattiesburg, Mississippi, to request a Flood variance per Article 6, Section E, which states that qualifying historic structures may apply for a Flood variance from the requirement to elevate or flood proof the structure, for 102 Walley Street (Parcel No. 2-029K-09-212.00, PPIN 19634, Forrest County, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Newton Fawcett	118 Miller St	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Newton Fawcett, the owner, presented the application and initiated his opposition to the interpretation of the code. Chair Miller stated that the Planning Commission can only vote to approve, deny, or table the request and not the interpretation of the code in the meeting today. Fawcett provided documentation detailing his opposition to the interpretation of the code and reiterated his opposition. Several commissioners had questions on details of the additions, which Fawcett explained.

Chair Miller then closed the public hearing portion of the meeting at 2:36 PM and reminded the Planning Commission that their only option was to approve, deny, or lay on the table the request, and was unable to act on the manner in any other way in today's hearing. Commissioner Conville made a motion to approve and Carlos Wilson seconded. A roll call vote

was then taken.

Motion to Approve: (8-0)
Commissioners voting aye: Dick Conville
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett
 Mark Miller - Chair
 Luke McNair (via GoToMeeting)
 Rhoda A. Pickett
 Rebekah Ray
 Carlos Wilson
Commissioners voting nay: None
Commissioners abstaining: None

The applicant for Item A arrived late and was in attendance at this point of the meeting. Lockett made a motion to remove from the table, seconded by Conville. All voted to remove the item from the table and the item was discussed in the public hearing portion of the meeting.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Street Renaming), filed by Robert Owen, Owner, and Heather Dickerson, Representative, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Eagle Drive to “Newhaven Drive” (Eagle Drive is a dead-end street connecting only to N 38th Ave), Ward 1, Forrest County).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Heather Dickerson	1700 S 28 th Ave	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Heather Dickerson, applicant and representative of SVN Realty and the owner, presented the application. Dickerson noted when using internet search engines for “Eagle Drive”, multiple crime-related articles appear and are not ideal from a marketing perspective for potential clients. She noted that all structures on the street that would be affected by the name change are under the same ownership and managed by SVN realty. Dickerson also noted the apartment buildings are currently being renovated. Wiley Quinn, Director of Urban Development, commented on the positive changes on Eagle Drive during his time in Code Enforcement.

Chair Miller then closed the public hearing portion of the meeting at 2:48. Jeff Keysear made a motion to approve, seconded by Carlos Wilson, and a roll call vote was conducted.

Motion to Approve: (8-0)

Commissioners voting aye: Dick Conville
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller - Chair
Luke McNair (via GoToMeeting)
Rhoda A. Pickett
Rebekah Ray
Carlos Wilson

Commissioners voting nay: None

Commissioners abstaining: None

BUSINESS MEETING

Having no further business, Commissioner Ray made a motion to adjourn. The motion was seconded by Commissioner Conville and the public meeting was adjourned at 1:40 PM.

Mark M. Miller, Chair

Ginger Lowrey, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Wiley Quinn, Urban Development Director, Nathan Satcher, Planner

Date: Tuesday, November 22, 2022

Re: Approve or Deny a petition filed by Marc Broome, Garner Property and Development, LLC, to request a variance; allowing a setback of 22 feet for a variance of 8 feet along Hardy for a proposed building to be located at approximately 3104 Hardy Street (PPIN's 26488, 26490, 44474, 26489, and 26491, Ward 3). The Board of Adjustment recommended to Approve on November 2, 2022.
File Number: 2022-862
Minute Book #

Summary

3104 Hardy Street – Variance – Front setback

Recommendation Statement

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



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Marc Broome, Engineer, Garner Property and Development, LLC, owner

Address of Property:	Tax Parcel	PPIN:	Ward:
3104 Hardy Street	2-028N-07-094.00	26488	3
	2-028N-07-095.00	26490	
	2-028N-07-096.01	44474	
	2-028N-07-096.00	26489	
	2-028N-07-093.00	26491	

Request: **Front Setback Variance and Zoning Buffer Variance**

Purpose of Request: To consider a variance from section 6, Table 6.1 "Minimum Front Setback" for B-3, "30 feet", and instead allow a setback of 22 feet for a variance of 8 feet along Hardy for a proposed building to be located at approximately 3104 Hardy Street (Parcel No. 2-028N-07-094.00, 2-028N-07-095.00, 2-028N-07-096.01, 2-028N-07-096.00, and 2-028N-07-093.00; PPIN 26488, 26490, 44474, 26489, and 26491, Forrest Co., Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 **Zoning Districts**

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.

SECTION 6 Dimensions

6, Table 6.1 – “Min/Max Front Setback”

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			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20
B-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30
B-4	No minimum/ none	-	No limit	0	10	0	0	135 feet or 10 stories	100%	40
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	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.

Table 7.11-2 Zoning Buffer Requirements

Present Zoning:	B-3 (Community Business District)
Present Use:	Vacant Lot
Future Land Use:	Community Business Corridor
Surrounding Zoning: and Land Use:	North: B-3 (Community Business District) South: R-1A (Single-Family Residential) East: MX-3 (Mixed Use District) West: B-3 (Community Business District) & R-1A (Single-Family

Residential)

**Letters or
Concerns stated:**

Letters of support have been received as of October 21st, 2022 from property owners directly adjacent to the East, West, and South and are attached at the end of this report.

History / Background:

The petitioner met with staff and administration in August to discuss a new corporate office for Garner Property and Development. The applicant worked with staff to site their building in line with existing and proposed developments along Hardy Street.

The reduction of the front setback also allows for a more developable area on site, allowing for parking to be located on the side of the building, instead of in front of the building. Locating parking to the side allows for the building façade to be showcased, instead of a parking lot, which is a more desirable streetscape on a prominent corridor in the City of Hattiesburg. The reduction in the front setback may be seen as consistent with existing and future development to the east in Midtown within the Form-Based Code. The City has established a desire for more dense development in the center of town. This development follows a similar pattern.

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.
- I. 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.

This property is adjacent to Midtown (zoned MX-3). This variance is requested to align the buildings on this property with the buildings in Midtown. The city of Hattiesburg is requesting this setback variance to keep conformity with the Midtown buildings along Hardy Street.

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

Variance Information

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

By requesting a variance to the front setback, this allows us to have more room in the back of the site for needed parking + site development.

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

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

This property is adjacent to Midtown, which is zoned MX-3. Granting this variance will allow the subject property to maintain uniformity with the Midtown district. This will not conflict with the intent of the Land Development Code.

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

The District at Midtown Retail, LLC
11 Parkway Blvd.
Hattiesburg, MS 39401

Date: October 11, 2022

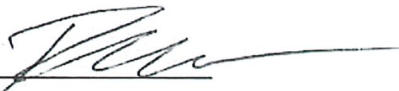
City of Hattiesburg

Re: Approval of proposed variance request
3104 Hardy Street
Hattiesburg, MS 39401

To whom it may concern:

As an adjoining landowner of the above referenced property, I give my approval of the variance request that will allow a building to be constructed inside the current setback requirement of 30 feet. It is my understanding that the proposed building will be sitting closer to Hardy Street than what is currently permitted.

Landowner Signature



The District at Midtown Retail, LLC

Its authorized signar:

Robert O. Tatum, Jr.

John D. Bullock
2 Cherokee Circle
Hattiesburg, MS 39401

Date: 10/17/22

City of Hattiesburg

Re: Approval of proposed variance request
3104 Hardy Street
Hattiesburg, MS 39401

To whom it may concern:

As an adjoining landowner of the above referenced property, I give my approval of the variance request that will allow a building to be constructed inside the current setback requirement of 30 feet. It is my understanding that the proposed building will be sitting closer to Hardy Street than what is currently permitted.



Landowner Signature

Lynn Crosby Gammill
1 Cherokee Circle
Hattiesburg, MS 39401

Date: 10-12-22

City of Hattiesburg

Re: Approval of proposed variance request
3104 Hardy Street
Hattiesburg, MS 39401

To whom it may concern:

As an adjoining landowner of the above referenced property, I give my approval of the variance request that will allow a building to be constructed inside the current setback requirement of 30 feet. It is my understanding that the proposed building will be sitting closer to Hardy Street than what is currently permitted.



Landowner Signature

Lynn Crosby Gammill
Lynn Crosby Gammill

Trustmark National Bank

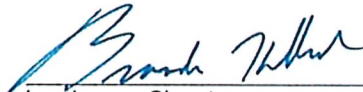
Date: 10/5/22

City of Hattiesburg

Re: Approval of proposed variance request
3104 Hardy Street
Hattiesburg, MS 39401

To whom it may concern:

As an adjoining landowner of the above referenced property, I give my approval of the variance request that will allow a building to be constructed inside the current setback requirement of 30 feet. It is my understanding that the proposed building will be sitting closer to Hardy Street than what is currently permitted.

 Branch Walker President Trustmark
Landowner Signature

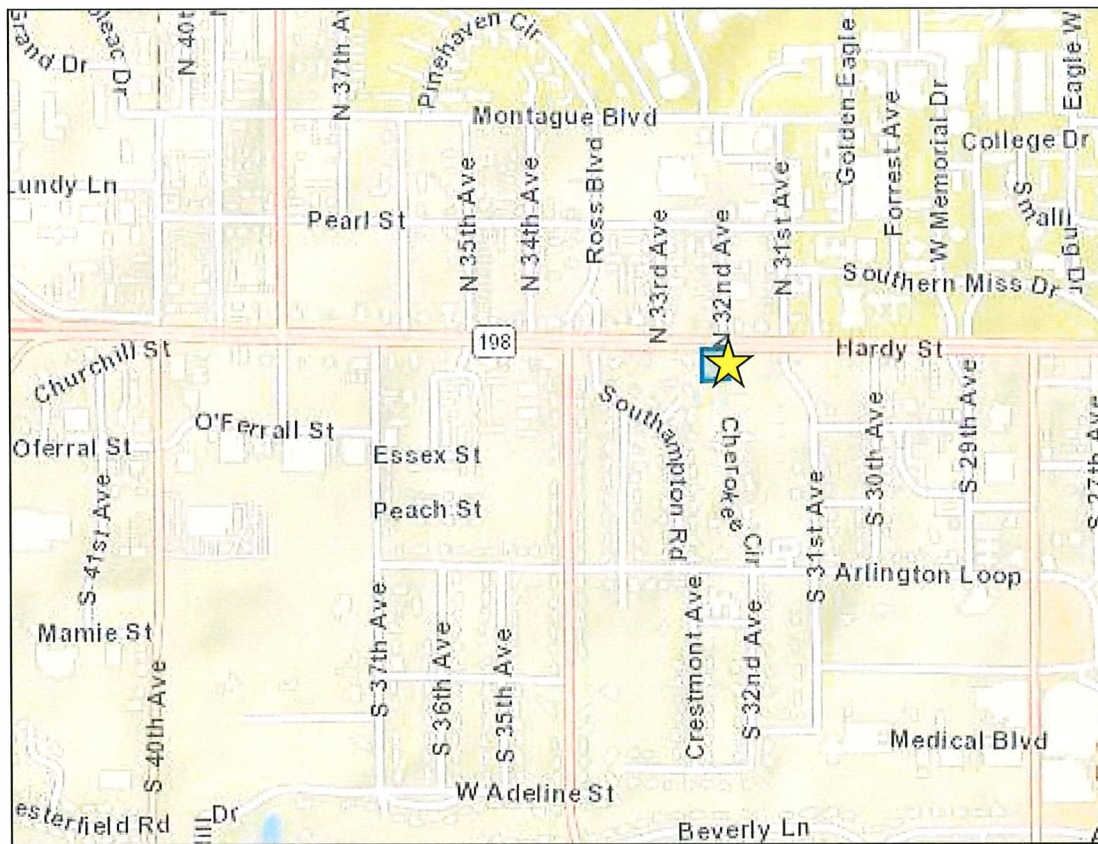
SUBJECT PARCEL: 3104 Hardy Street (Approximately)

Marc Broome, Engineer, and Garner Property and Development, LLC,
owner

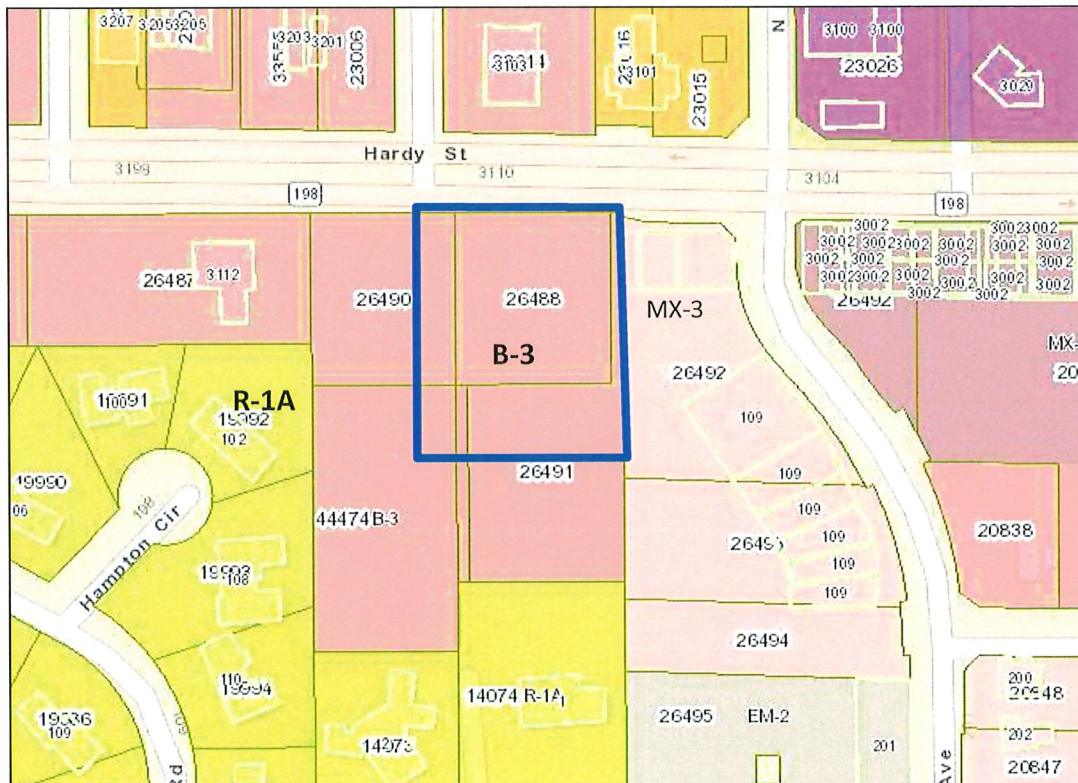
The petitioners request a variance from section 6, Table 6.1 “Minimum Front Setback” for B-3, “30 feet”, and instead allow a setback of 22 feet for a variance of 8 feet along Hardy for a proposed building to be located at approximately 3104 Hardy Street (Parcel No. 2-028N-07-094.00, 2-028N-07-095.00, 2-028N-07-096.01, 2-028N-07-096.00, and 2-028N-07-093.00; PPIN 26488, 26490, 44474, 26489, and 26491, Forrest Co., Ward 3).



Vicinity Map—Ward 3



Zoning—B-3

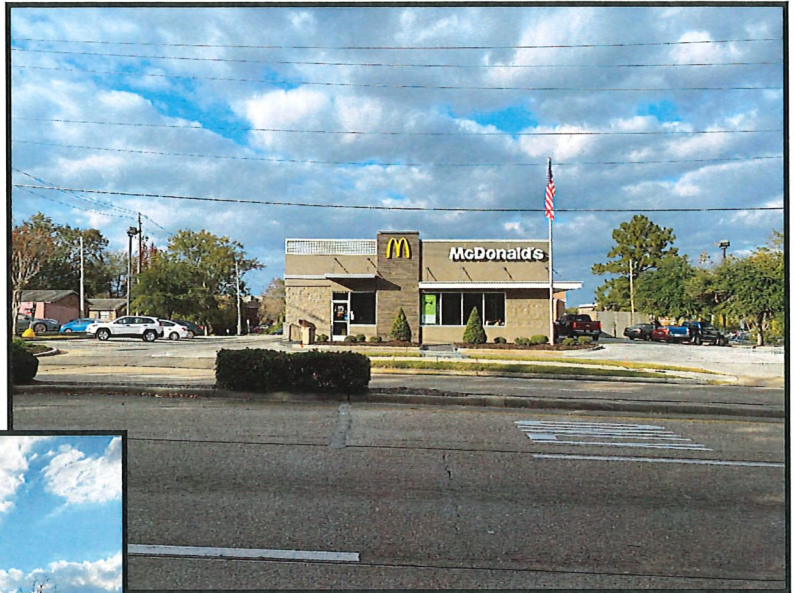


Site Aerial



SURROUNDING AREA

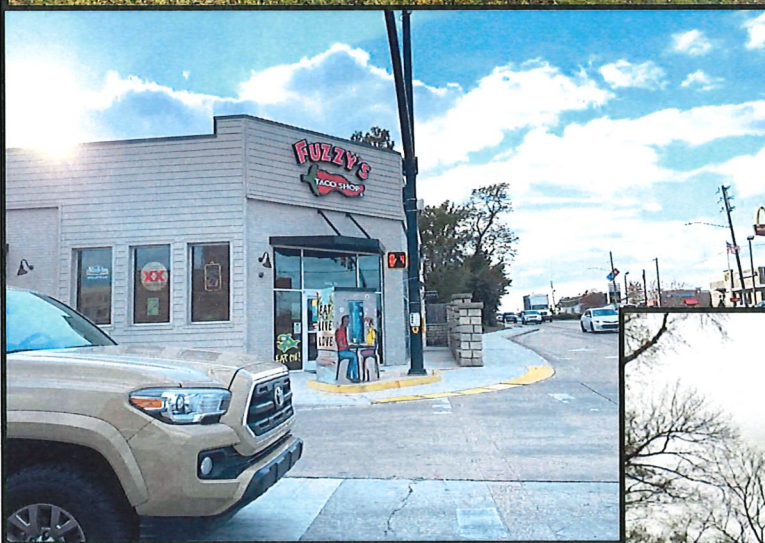
**Northern Direction: B-2 & B-3
Commercial**



**Southern Direction: R-1A
Single-Family Residential**



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



**Western Direction: B-3
Commercial**





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Wiley Quinn, Urban Development Director, Nathan Satcher, Planner

Date: Tuesday, November 22, 2022

Re: Approve or Deny a petition filed by William Krosp, SDP MS Hattiesburg 1, LLC. (Joe Pegram), to request a variance; allowing for a distance of 47 feet, for a variance of 253 feet for a proposed development at 3606 Hardy Street (PPIN 26473, Ward 3). The Board of Adjustment recommended to Approve on November 2, 2022.
File Number: 2022-863
Minute Book #

Summary

3606 Hardy Street – Variance – Drive through

Recommendation Statement

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

3500 GOE LLC
611 O'Keefe Avenue Unit L
New Orleans, LA 70113

Please Return to:
Joe Pegram
[Jdp@sldpllc.com](mailto:jdp@sldpllc.com)
Or 825 Sisk Ave, Ste. 200
Oxford, MS 38655

To whom it may concern:

Streamline Development Partners, LLC (SDP) dba SDP MS Hattiesburg 1, LLC has submitted an application for 3606 Hardy Street, Hattiesburg, MS to obtain a variance from the City of Hattiesburg, MS. The variance request is to allow a pickup window within 300' of residentially zoned property. There is a multifamily property to the SE of the proposed property. The intent of SDP is to redevelop the property for a new restaurant brand which is not currently in the market.

Per the City's requirements SDP must inform the adjacent property owners of the request to obtain a variance for the pickup window. SDP would be providing a 30' landscape buffer between the multifamily property you own and the proposed development. Currently, the adjacent properties to the east and west of the proposed development have pickup windows.

Could you please check a box in support of the variance or against below.

Support ☒ Against ☐

If you could please email or call with any support, opposition, questions or concerns that would be greatly appreciated. My email is jdp@sldpllc.com and number is 662-801-4170.

Thank you,

Joe Pegram
Streamline Development Partners

Acknowledgement of Adjacent Property Owner:

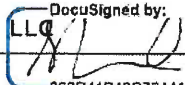
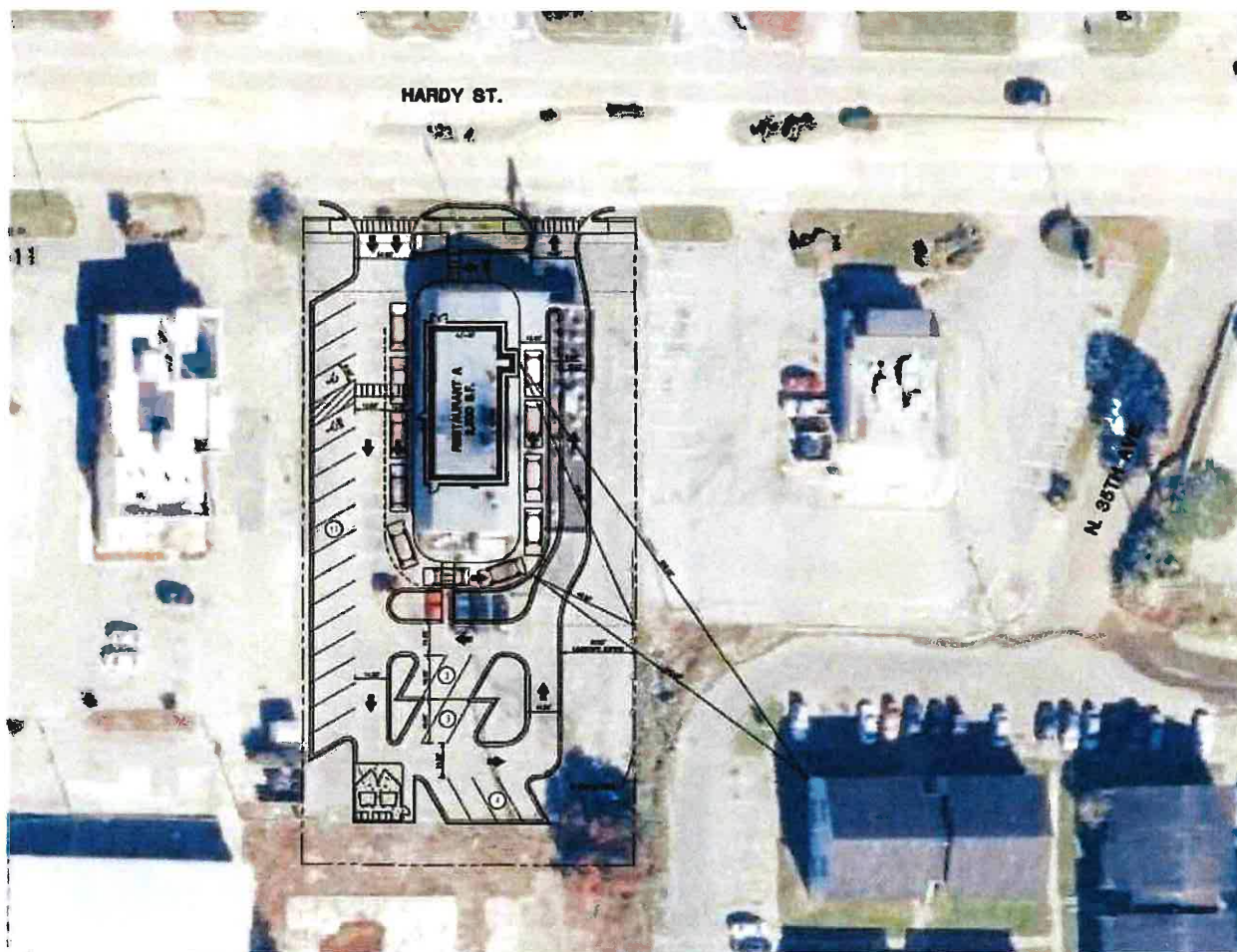
Name: 3500 GOE LLC
By: 
Date: 10/21/2022 | 11:25 AM PDT

Exhibit – Site Plan



Cypress Properties Inc.
PO Box 15609
Hattiesburg, MS 39404

Please Return to:
Joe Pegram
jdp@sldpllc.com
Or 825 Sisk Ave, Ste. 200
Oxford, MS 38655

To whom it may concern:

Streamline Development Partners, LLC (SDP) has submitted an application for 3606 Hardy Street, Hattiesburg, MS to obtain a variance from the City of Hattiesburg, MS. The variance request is to allow a pickup window within 300' of residentially zoned property. There is a multifamily property to the SE of the proposed property. The intent of SDP is to redevelop the property for a new restaurant brand which is not currently in the market.

Per the City's requirements SDP must inform the adjacent property owners of the request to obtain a variance for the pickup window. SDP would be providing a landscape buffer between the multifamily property and the proposed development. Currently, the adjacent properties to the east and west of the proposed development have pickup windows.

If you could please email or call with any support, opposition, questions or concerns that would be greatly appreciated. My email is jdp@sldpllc.com and number is 662-801-4170.

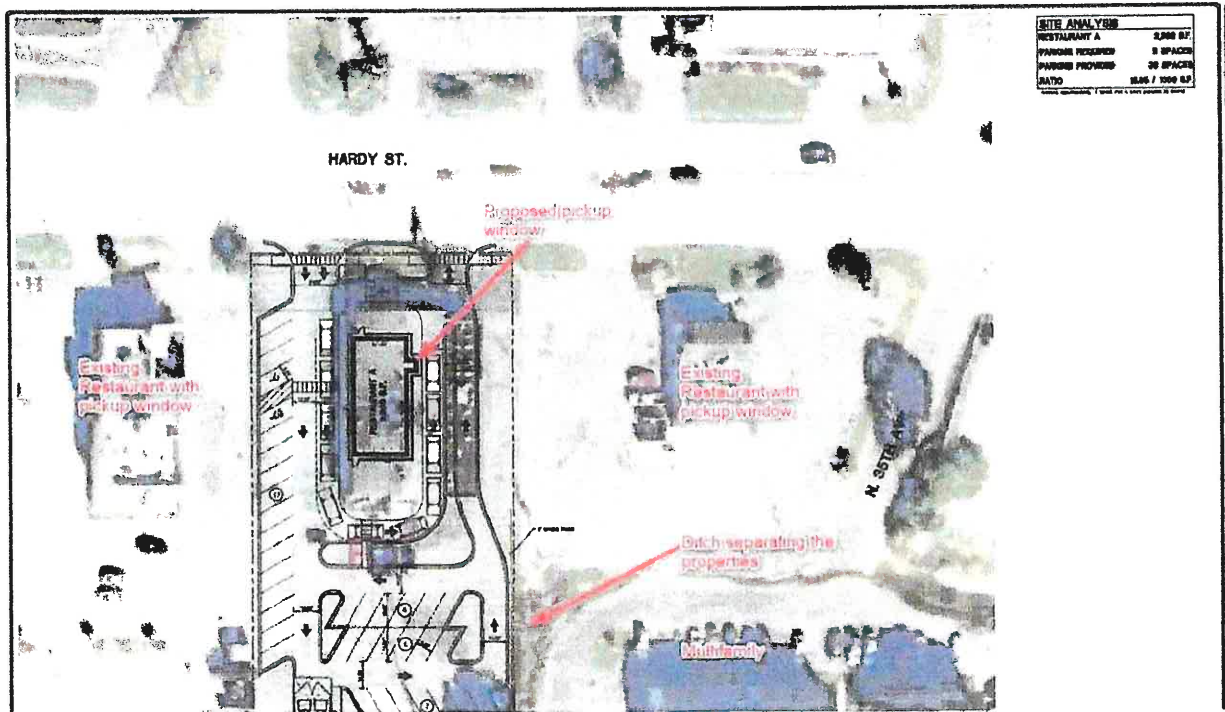
Thank you,

Joe Pegram
Streamline Development Partners

Acknowledgement of Adjacent Property Owner:

Name: [Signature]
By: 662-801-4170 Streamline Development Partners L.L.C.
Date: 9/27/22

Exhibit – Site Plan



AMLEASE Inc.
PO Box 54310
Lexington, KY 40555

Please Return to:
Joe Pegram
jdp@sldpllc.com
Or 825 Sisk Ave, Ste. 200
Oxford, MS 38655

To whom it may concern:

Streamline Development Partners, LLC (SDP) has submitted an application for 3606 Hardy Street, Hattiesburg, MS to obtain a variance from the City of Hattiesburg, MS. The variance request is to allow a pickup window within 300' of residentially zoned property. There is a multifamily property to the SE of the proposed property. The intent of SDP is to redevelop the property for a new restaurant brand which is not currently in the market.

Per the City's requirements SDP must inform the adjacent property owners of the request to obtain a variance for the pickup window. SDP would be providing a landscape buffer between the multifamily property and the proposed development. Currently, the adjacent properties to the east and west of the proposed development have pickup windows.

If you could please email or call with any support, opposition, questions or concerns that would be greatly appreciated. My email is jdp@sldpllc.com and number is 662-801-4170.

Thank you,

Joe Pegram
Streamline Development Partners

Acknowledgement of Adjacent Property Owner:

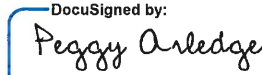
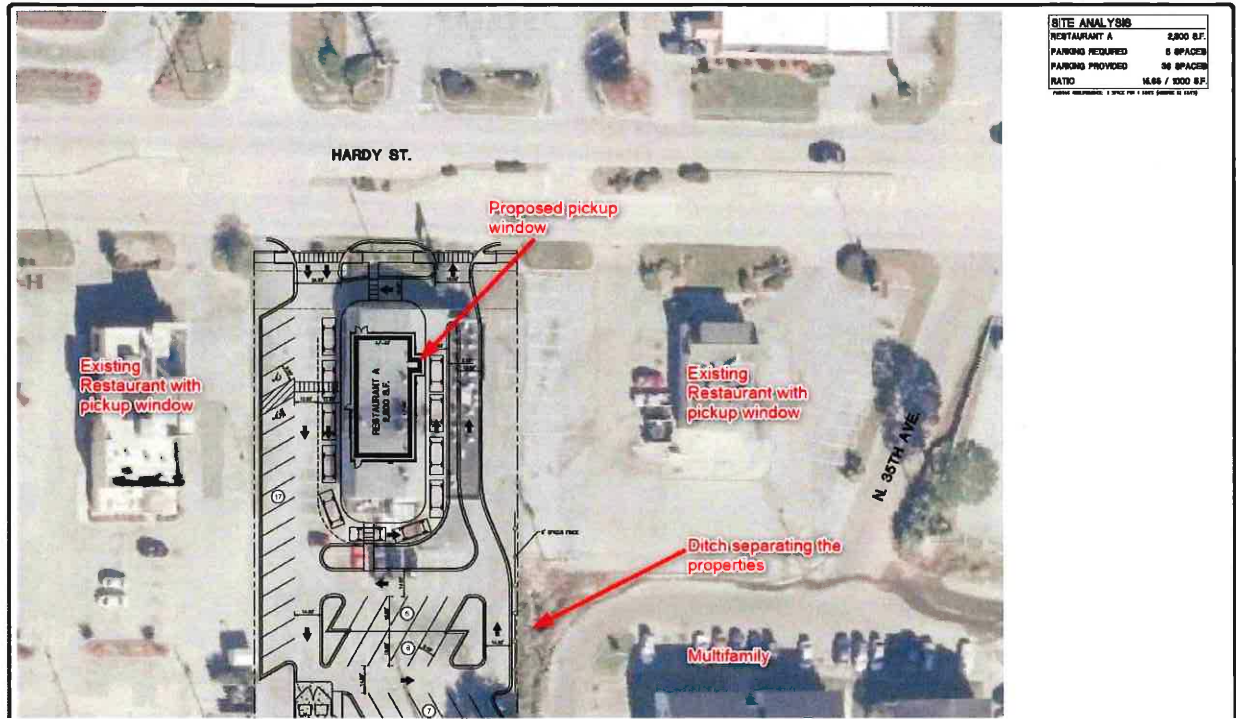
DocuSigned by:

Name: Peggy Arledge
By: Peggy Arledge
Date: 11/1/2022

Exhibit – Site Plan





**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: William Krosp, Engineer, SDP MS Hattiesburg 1, LLC. (Joe Pegram), Applicant

Address of Property:	Tax Parcel	PPIN:	Ward:
3606 Hardy Street	2-028M-07-065.00	26473	3

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 300 feet to a lot containing a legal, conforming residential use, and instead allow for a distance of 47 feet for a variance of 253 feet for a proposed development at 3606 Hardy Street (Parcel No. 2-028M-07-065.00; PPIN 26473, Forrest Co., Ward 3).

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.

Present Zoning:	This parcel is currently zoned B-3 Community Business District
Present Use:	Restaurant
Future Land Use:	Community Business Corridor District
Surrounding Zoning and Land Use:	North: B-3 Community Business District/ Commercial South: B-3 Community Business District/ Commercial East: B-3 Community Business District/ Commercial and R-3 Multi-family residential West: B-3 Community Business District/ Commercial
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of October 21 st , 2022. No letters of support have been received as of the writing of this report. The Board of Adjustment may ask to table the manner until communication with adjacent property owners have been documented.
History / Background:	The applicant met with staff in Pre-Application to discuss redevelopment as a restaurant with drive-through services. 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 to this corridor. Traffic maneuvers should also be considered at this location as well given the existing drive-through restaurants along this corridor. The Board of Adjustment should also consider the implications of an additional drive-through on this commercial corridor. There are currently 8 restaurants with active drive-throughs within 0.25 miles of the proposed drive-through. Drive-throughs create challenges in creating pedestrian-friendly environments. As the City of Hattiesburg grows and expands to accommodate new businesses, the Board of Adjustments should consider the impact that individual site design plays within a larger context for the overall benefit of the city and all modes of transportation.

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.
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 solely 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.

Variance Information

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

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

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.

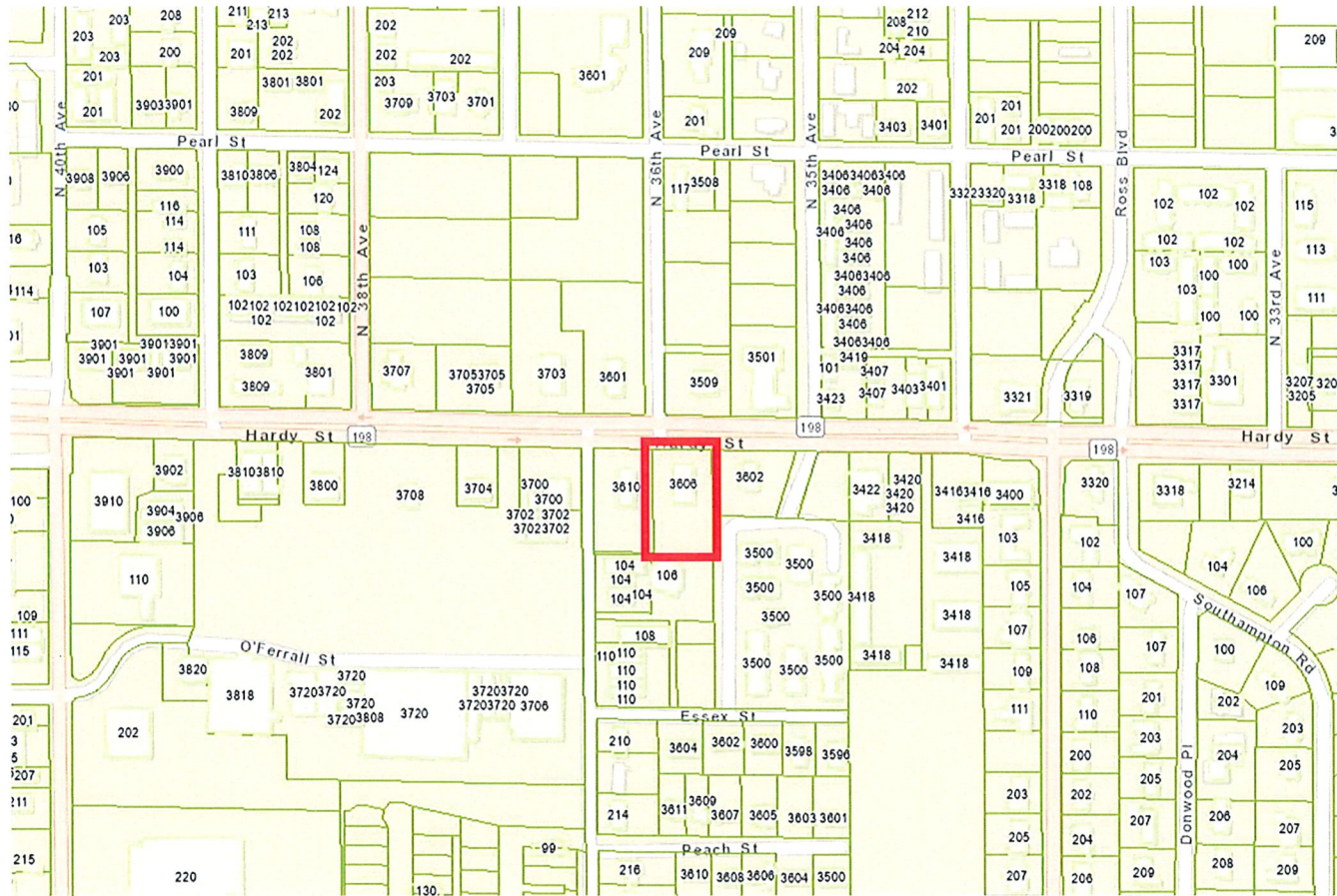
SUBJECT PARCEL:
3606 Hardy Street

William Krosp, Engineer, and SDP MS Hattiesburg 1, LLC. (Joe Pegram),
Applicant

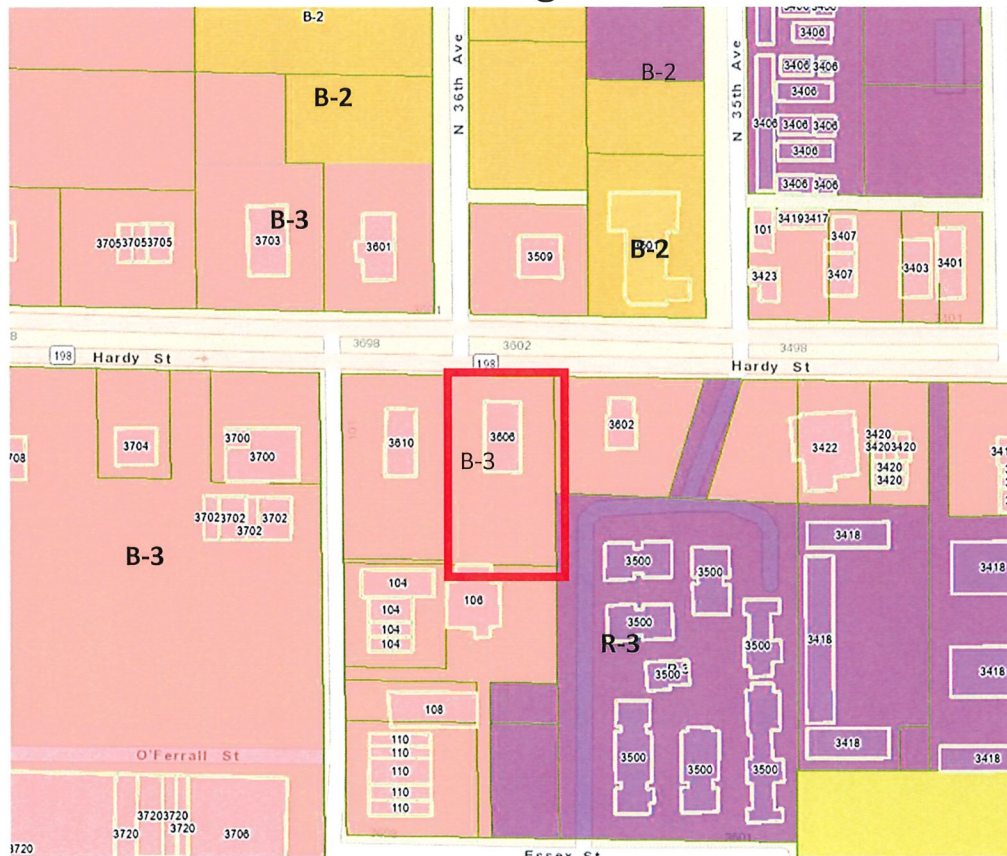
To request a variance from section 5.4.36.4, which states: “no part of the active use area of a drive through restaurant, including the drive through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use, and instead allow for a distance of 47 feet for a variance of 253 feet for a proposed development at 3606 Hardy Street (Parcel No. 2-028M-07-065.00; PPIN 26473, Forrest Co., Ward 3).



Vicinity Map—Ward 3



Zoning—B-3



Site Aerial



SURROUNDING AREA

Northern Direction: B-3 Commercial



Southern Direction: B-3 Commercial



Eastern Direction: B-3 Commercial

Western Direction: B-3 Commercial



SURROUNDING AREA

Neighboring R-3 Multi-Family
Residential within the 300 ft buffer
zone



Hardy Street Streetscape facing East
in front of proposed development



Hardy Street Streetscape facing West
in front of proposed development

Additional Property directly to the
North of Proposed Development





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Wiley Quinn, Urban Development Director, Nathan Satcher, Planner

Date: Tuesday, November 22, 2022

Re: Approve or Deny a petition filed by University Mall, LLC., Ron Farris, Lewis Griffin, to request a variance; allowing a setback of 9.1 feet for a variance of 20.9 feet along South 37th Avenue for a proposed structure and to request a variance allowing for a six (6) foot fence in the front yard for a variance of two (2) feet for a proposed fence located at 3706 Hardy Street fronting South 37th Avenue (PPIN 26449, Ward 3). The Board of Adjustment recommended to Approve on November 2, 2022.
File Number: 2022-864
Minute Book #

Summary

3706 Hardy Street - Variance – Front setback, fence height

Recommendation Statement

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

September 23, 2022

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

RE: Variance Application of University Mall, LLC

To Whom It May Concern:

AS Exchange, LLC and L&D, LLC own property adjacent to University Mall, LLC. Our address is 3906 Hardy Street, Hattiesburg, MS 39401. Our property borders the University Mall, LLC property on the west and south side.

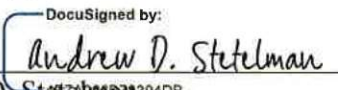
We are informed that University Mall, LLC is submitting an application for variance pertaining to the front setback and fence height for an extension to the east end of its main building at 3720 Hardy Street, Hattiesburg, MS.

Please be advised that we pose no objection to the requested variance, and ask that you approve same as submitted.

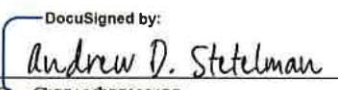
Please contact me should you have any questions.

Respectfully,

AS Exchange, LLC

BY: 
Andrew D. Stetelman
ITS: Manager/Member

L&D, LLC

BY: 
Andrew D. Stetelman
ITS: Member

September 17, 2022

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

RE: Variance Application of University Mall, LLC

To Whom It May Concern:

I own property adjacent to University Mall, LLC. My address is 3700 Hardy Street, Suite 10, Hattiesburg, MS 39402.

I am informed that University Mall, LLC is submitting an application for variance pertaining to the front setback and fence height for an extension to the east end of its main building at 3720 Hardy Street, Hattiesburg, MS.

Please be advised that I pose no objection to the requested variance, and ask that you approve same as submitted.

Please contact me should you have any questions.

Respectfully,

Ikechukwu Okorie, M.D.

C: University Mall, LLC

NOTE: This letter was delivered to Dr. Okorie on September 19, 2022 and he was informed of the variance application. Dr. Okorie refused to sign the letter, indicating only his willingness to sell his property at this time. Dr. Okorie did not indicate that he opposed the variance application.

September 23, 2022

City of Hattiesburg

Post Office Box 1898

Hattiesburg, MS 39403-1898

RE: Variance Application of University Mall, LLC

To Whom It May Concern:

South 37th, LLC owns property adjacent to University Mall, LLC. My address is 6082 U. S. Highway 49, Hattiesburg, MS 39401. Our property borders the University Mall, LLC property on the south side.

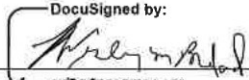
I am informed that University Mall, LLC is submitting an application for variance pertaining to the front setback and fence height for an extension to the east end of its main building at 3720 Hardy Street, Hattiesburg, MS.

Please be advised that South 37th, LLC poses no objection to the requested variance, and ask that you approve same as submitted.

Please contact me should you have any questions.

Respectfully,

South 37th, LLC, a Mississippi limited liability company

By: 
Its: Member/Manager

C: University Mall, LLC

September 23, 2022

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

RE: Variance Application of University Mall, LLC

To Whom It May Concern:

St. John-Taylor Properties, LLC and Robert and Jill St. John own property adjacent to University Mall, LLC. Our address is 3810 Hardy Street, Hattiesburg, MS 39401. Our property borders the University Mall, LLC property on the west and north side.

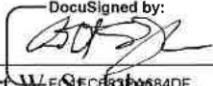
We are informed that University Mall, LLC is submitting an application for variance pertaining to the front setback and fence height for an extension to the east end of its main building at 3720 Hardy Street, Hattiesburg, MS.

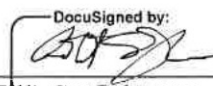
Please be advised that we pose no objection to the requested variance, and ask that you approve same as submitted.

Please contact me should you have any questions.

Respectfully,

St. John Taylor Properties, LLC

BY: 
Robert W. St. John
ITS: Manager


Robert (and Jill) St. John

C: University Mall, LLC

September 23, 2022

City of Hattiesburg

Post Office Box 1898

Hattiesburg, MS 39403-1898

RE: Variance Application of University Mall, LLC

To Whom It May Concern:

The First Bank owns property adjacent to University Mall, LLC. Our address is 6480 Highway 98 West, Post Office Box 15549, Hattiesburg, MS 39404. Our property borders the University Mall, LLC property on the west side.

We are informed that University Mall, LLC is submitting an application for variance pertaining to the front setback and fence height for an extension to the east end of its main building at 3720 Hardy Street, Hattiesburg, MS.

Please be advised that we pose no objection to the requested variance, and ask that you approve same as submitted.

Please contact me should you have any questions.

Respectfully,

The First Bank

BY: _____

Eric Waldron

ITS: Officer

DocuSigned by:

Eric Waldron

DE6DEDE5810F4F0...

Item: C

University Mall, LLC., Owner, Ron Farris, representative, Lewis Griffin, architect
Request for: **Variance – Front Setback & Fence Height**



**Planning Commission
Case Fact Sheet**

Name of Petitioner: University Mall, LLC., Owner, Ron Farris, representative, Lewis Griffin, architect

Address of Property:	Tax Parcel	PPIN:	Ward:
3706 Hardy Street	2-028M-07-074.00	26449	3

Request: **Front Setback Variance and Fence Height Variance**

Purpose of Request: To consider a variance from section 6, Table 6.1 "Minimum Front Setback" for B-3, "30 feet", and instead allow a setback of 9.1 feet for a variance of 20.9 feet along South 37th Avenue for a proposed structure and 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" and instead allow for an six (6) foot fence in the front yard for a variance of two (2) feet for a proposed fence located at 3706 Hardy Street fronting South 37th Avenue (Parcel No. 2-028M-07-074.00; PPIN 26449, Forrest County, Ward 3).

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.

SECTION 6

Dimensional Standards and Measurements

Table 6.1 Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
B-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30

SECTION 7

STANDARDS OF DESIGN

Table 7.1 Design Standards											
STANDARD		DISTRICT									
■ = Required		A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3
x = Not required											
7.9.8.4	Uncoated chain link and other wire material fences shall not be permitted in a front setback except in the case of athletic or play surfaces.	■	■	■	■	■	■	■	■	■	■
7.9.8.5	Chain link fencing shall be green or black vinyl coated.	x	x	x	x	x	x	■	■	■	■
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.	■	■	■	■	■	■	■	■	■	■

7.9.10.4 Outside storage areas and waste containers shall be located to the side or rear of principal structures. Required in all Business Zones.

7.12.10.2 Outdoor storage of commercial equipment and materials and shall be kept at least 100 linear feet from any adjacent lot containing a legal, conforming residential use and shall be only located in a side or rear yard as an accessory to a principal use on the same lot or within 300 feet of the principal use.

Present Zoning:

The parcel is currently zoned B-3, Community Business

Present Use:	Multi-tenant shopping center
Future Land Use:	Community Business Corridor and Neighborhood Conservation District 2
Surrounding Zoning and Land Use:	North: B-3 Community Business South: R-1A Single-Family Residential East: B-3 Community Business and B-1 Professional Business West: B-3 Community Business
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of October 19, 2022
History / Background:	The property owner met with staff in the Pre-Application meeting on June 9, 2022, to discuss a new tenant proposing to occupy 3706 Hardy Street. Staff identified a conflict with the tenant's plans to construct an outdoor garden center facing S. 37th Ave. as the location of the garden center, as design, could be considered "outdoor storage". The outdoor storage of goods would be in a front setback and is not allowed in the current Land Development Code (LDC) Section 5.4.37.2, 7.9.10.4, and 7.12.10.2. Several discussions and meetings were held to find an agreeable design that would permit the tenant to utilize the space between the exiting building (formerly Corner Market) and S. 37th Ave. for a garden center. The tenant updated the site design to include a roof over the garden center and is proposing a brick and metal fence along S. 37th Ave. The City will not consider the garden center as "outdoor storage" if it is a roofed space. Therefore, the variance requested is for a front setback variance, as the roof is closer to the property line long S. 37th Ave. than the front setback requirement of 30 ft. The roofed structure is an exposed metal truss frame with a knitted shade cloth roofing membrane. This front setback variance will also relate to the addition of a propane filling station to be located on the south side of the building. Please refer to the Land Development Code Section 7.8 Building Form and Material for guidance on commercial development building design guides. Additionally, the applicant is proposing to enclose the space with a brick and metal fence. Fencing is limited to 4 feet in height in a front setback so that streetscape frontages are not occupied by fencing and instead have engaging commercial facades accessible from a street frontage. The applicant is requesting a variance to allow for a 6 ft high fence in a front setback

The Board of Adjustment may consider Conditions of Approval (LDC Sec 12.4.1.2 previously called stipulations) to the variance that relate to site design including elements that would improve engagement with the front setback, pedestrian access, and safety. Front setback requirements and fence height requirements are in place so that street frontages are consistent and also engaging to the public. While the tenant must work with an existing site and building design, the current LDC has these regulations in place so modern businesses and renovations will slowly start to confirm to traditional yet modern design requirements. Conditions of Approval could be related to the street facing façade, pedestrian access such as improved access from the street or parking lot, height, other design elements of the fence or roof, design related to the propane filling station to improve pedestrian or car access.

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.

See Attached Sheet

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

See Attached Sheet

Variance Information

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

See Attached Sheet

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

See Attached Sheet

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

See Attached Sheet

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

Variance Information (continued)

2. The requested variances do not confer any special privilege denied to other lands or structures in the same zoning district. The applicant already has an approved fence on its property bordering South 37th Avenue that generally matches the height of the new fence in the proposed variance area. The setback variance allows for extension of an existing, longstanding and well-respected Midtown Market building that is completely consistent with the existing development and other commercial buildings in this area. It is a natural extension of what is already in place and will only improve the center and the neighborhood.
3. The literal interpretation of this side yard as "frontage" because of the property's unique position on Hardy and South 37th Avenue makes this variance necessary. The requested variance would not be necessary if this addition were made in its side yard, but the City's interpretation of this area is that it consists of "frontage" due to this side of the building facing South 37th Avenue, which triggers a front setback requirement. This project involves an extension of the side of the building facing a side street, with the main façade of the building well within the front setback for Hardy Street and otherwise conforming to Code. The variance is required to allow for a lateral extension of the building that happens to face a side street, and is compatible and consistent with all surrounding development.
4. The applicant cannot lease this space to Ace Hardware unless both variances are granted. The applicant has worked diligently with the City's Planning Division to explore all alternatives and believes that these variances are reasonable given the City's position on the issue and general support of the project. Ace Hardware will greatly enhance Midtown Market and provide a much-needed retail venue for local and regional residents and businesses. This variance is minimal given the existing commercial development in close proximity, the development history and layout of the current retail center and the expansion of the existing retail building will complement and expand desirable retail offerings in this area in need of solid retail anchor venues.
5. The requested setback variance is the minimum required to accommodate Ace Hardware's footprint. It does not eliminate the setback area any more than necessary, and leaves a sufficient setback to satisfy aesthetic goals and preserve safety, visibility and accessibility. The remaining setback will preserve the general appearance of a full setback and will be complimented by attractive flowering plants and other landscaping accompanying the garden center of the new Ace Hardware store.
6. These variances do not involve any prohibited use. They permit expansion of a long-established and well known retail center in Hattiesburg's revitalized Midtown area. The proposed Ace Hardware store satisfies all use requirements, continues the retail use of the entire development and surrounding area, and in no way conflicts with the use requirements of the Code. These variances represent only a minor departure from the terms of the Code by permitting a structure nearer by a few feet to the lot line than is permitted by the applicable setback requirements. This request does not authorize a use inconsistent with the Code, and is

generally consistent with the spirit of the Code as it applies to this general area and the remainder of this shopping center particularly.

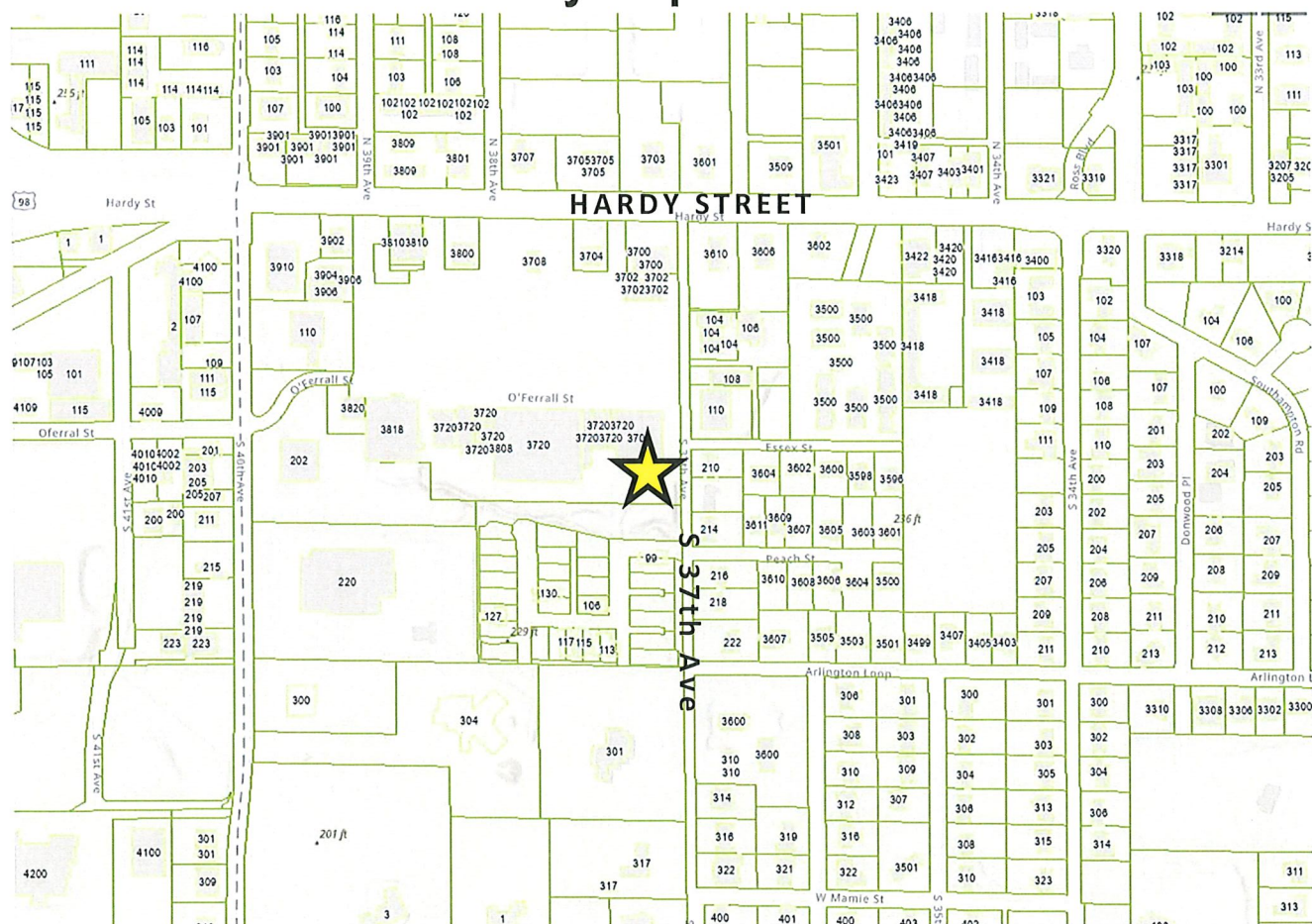
SUBJECT PARCEL:
3706 Hardy Street

University Mall, LLC., owner, and Ron Farris, representative, and Lewis Griffin,
architect

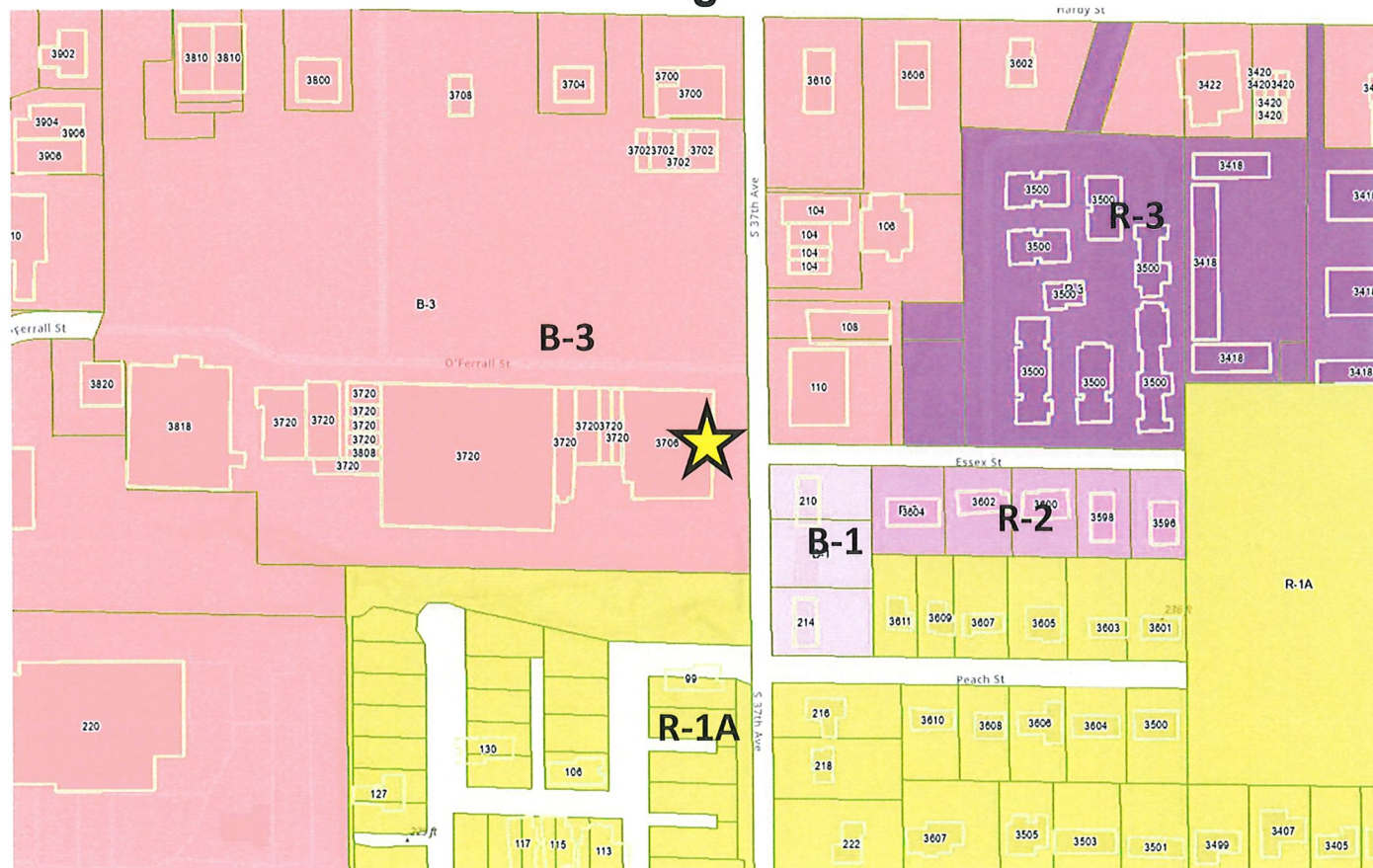
The petitioners request a variance from section 6, Table 6.1 “Minimum Front Setback” for B-3, “30 feet”, and instead allow a setback of 9.1 feet for a variance of 20.9 feet along South 37th Avenue for a proposed structure and to request a variance from Section 7.9.8.6 which states, “The maximum height of fences and walls shall be four feet above grade when located in a front yard” and instead allow for an six (6) foot fence in the front yard for a variance of two (2) feet for a proposed fence located at 3706 Hardy Street fronting South 37th Avenue (Parcel No. 2-028M-07-074.00; PPIN 26449, Forrest County, Ward 3).



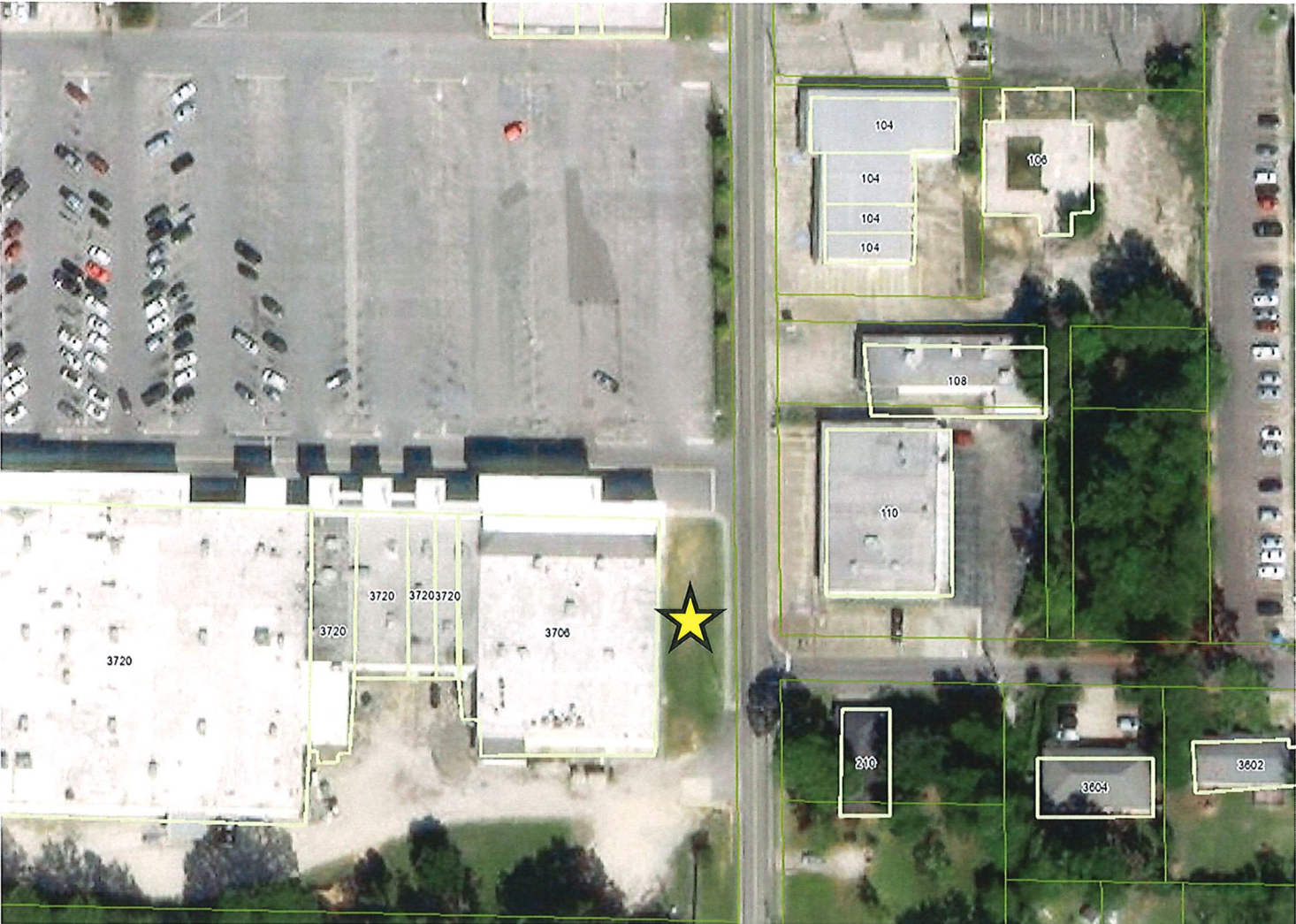
Vicinity Map—Ward 3



Zoning—B-3



Site Aerial



Additional Photos

Street View of
S 37th Ave
(facing south)



Street View of S
37th Ave
(Facing North)

Additional Photos

Additional
Street View of
S 37th Ave
(facing south)



Parking Lot for
Midtown
Market from
S 37th Ave

SURROUNDING AREA

Location of
“front setback”
that is being
appealed



Alternative
View

SURROUNDING AREA

Midtown
Market from
Hardy Street



Midtown
Market

Conceptual Rendering



Trusses to be covered with same fabric material as the roof.

Proposed roofed structure materials





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Malcolm Berch, Administration

cc:

Date: Tuesday, November 22, 2022

Re: Adopt the November 22, 2022 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated balance.
File Number: 2022-890
Minute Book #

Summary

Adopt the November 22, 2022 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated balance.

Recommendation Statement

I recommend adoption of the November 22, 2022 budget amendments for fiscal year 2022-2023 and resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

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

MEMORANDUM

TO : *Mayor Barker, Members of City Council*
FROM : *Malcolm G. Berch Interim CFO*
DATE : *November 22, 2022*
SUBJECT : *Proposed Amendments, FY 2023*

Below is a list of the most significant proposed amendments to the FY 2023 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

- Beginning fund balances for all funds have been adjusted from estimated to actual.
- Open purchase orders from FY 2022 were covered in the attachments, if it was for a significant amount and would negatively impact the FY 2023 budget.

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

- Budgeted ending cash is greater than the originally adopted amount.
- The increase in fund balance was budgeted for equipment and vehicle purchases in the Police Department, Fire Department, Public Works, and Parks & Recreation.
- A small portion of the increase in fund balance remains unbudgeted. This was one of the goals presented for allocating the anticipated increase in fund balance during the public hearing on the FY 2023 budget.
- Re-title a Cemetery Division mechanic position to Equipment Operator

Budget amendments in other funds were attributed mostly to adjusting beginning cash estimates and capital outlays.

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

RECAP OF PROPOSED AMENDMENTS**NOVEMBER 22, 2022****FY 2023****GENERAL FUND:****Budgeted Ending Cash as adopted** **19,000,744**

Amendments to Revenues:

Transfers In	1,255	
Adjustment to Beginning Cash	130,736	
Total Amendments to Revenues		131,991

Amendments to Expenditures:

City Council - Copier Machine purchase	(1,700)	
City Court - budget for SAMHSA & DV grants	(17,118)	
Mayor/Admin - Salary adjustment; vehicle	(40,575)	
Urban Dev. - open purchase orders	(1,250)	
Info. Systems - open purchase orders	(40,000)	
Intermodal FAC - Fountain repair/Banquet chairs	(89,000)	
Ins/Other Svcs - open purchase orders/Kohler	(205,000)	
Police - open purchase orders; vehicles; equipment	(1,208,597)	
Joint P & F Training - Work Comp; Vehicle	(36,100)	
Code Enf. - Salary Adj; vehicles; off furniture	(103,960)	
P/S Contract Serv - Open purchase orders	(145,541)	
Traffic Maint - Vehicle; Barricade trailer	(72,000)	
Streets - open purchase orders; equipment; truck	(665,355)	
Sanitation - open Pos; reallocate Truck purchase	(1,353,500)	
Health Division - Equipment, zero turn mowers	(60,000)	
Human/Soc Asst - Open purchase orders	(100,000)	
Eco. Dev. - open purchase orders; special projects	(7,189,160)	
Cemetery - equipment purchases	(256,000)	
Total Amendments to General Fund Expenditures		(11,584,856)
Budgeted Ending Cash, as Amended		\$ 7,547,879

PARKS & RECREATION FUND:

Adjust for open Pos;Salary Adj;Equipment purchase	\$	204,135
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H.M.F.P. FUND - FIRE DIVISION

Equipment Purchases; Pumper Truck and Command Vehicles	\$	740,000
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WATER & SEWER O & M FUND:

Adjust budget for Salary Adj;Chemicals and Concrete Contracts	\$	10,770
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POLICE FORFEITURES FUND:

Budget fund balance for DARE projects and other equipment	\$	47,965
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SERIES 2011 TIF BOND & INTEREST (KOHL'S) FUND:

Budget transfer of cash balance in order to close fund	\$	1,255
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AIRPORT IMPROVEMENT FUND:	
Adjust fund balance	\$ (340,717)
MUNICIPAL ROAD & BRIDGE FUND:	
Adjust fund balance	\$ (163,207)
MASS TRANSIT FUND:	
Adjust for Open Purchase orders	\$ 23,300
COVID FISCAL RECOVERY	
Adjust for Fund Balance	\$ (14)
CDBG FUND:	
Adjust for Grant Budgets	\$ 1,507,216
SPECIAL SALES TAX/USM IMPROVEMENTS FUND:	
Adjust budget for project costs	\$ 4,707,741
PUBLIC SAFETY/RECREATION CONSTRUCTION FUND:	
Adjust budget for actual beginning fund balance	\$ (550,409)
SERIES 2016 W&S SYSTEMS PROJ	
Adjust budget to fund balance	\$ (23,862)
SERIES 2012 W&S BOND CONST	
Adjust budget to fund balance	\$ 65
2019 FIRE STATION CONST	
Adjust budget to actual beginning fund balance	\$ 441
INFRASTRUCTURE IMPR-INTERNET SALES TAX FUND:	
Adjust budget for beginning fund balance	\$ 3,583,950
K P ZOO CAPITAL	
Budget Budget for beginning fund balance	\$ (1)
SERIES 2013 WATER & SEWER BOND :	
Adjust budget to actual beginning fund balance	\$ 572

All funds' beginning fund balances were adjusted from previous estimates to actual balances on October 1, 2022.

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>			
Taxes -Other	\$23,500		\$23,500
Licenses & Permits	4,387,020		4,387,020
Intergovernmental Revenues:			
Federal	1,956,751		1,956,751
State	428,528		428,528
State-Shared	26,063,063		26,063,063
County/City Shared	3,000		3,000
Charges for Services:			
Public Safety	275,000		275,000
Streets	0		0
Sanitation	2,325,800		2,325,800
Misc.	0		0
Fines & Forf.	934,000		934,000
Misc. Revenues	442,800		442,800
Transfers-In	1,284,000	1,255	1,285,255
Non-Revenue Receipts	473,700		473,700
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$38,597,162	\$1,255	\$38,598,417
Beg. Fund Balance	19,000,000	130,736	19,130,736
Less Reserve for Court Technology			0
Less Reserve for Future Debt Service			0
Property Tax Levy	19,600,000		19,600,000
TOTAL AVAIL. REVENUES	\$77,197,162	\$131,991	\$77,329,153

THE GENERAL FUND EXPENDITURE BUDGETS:

001003	City Council			
	Personnel	\$387,080		\$387,080
	Supplies & Expenses	3,400		3,400
	Other Services & Charges	244,500	-1,800	242,700
	Capital Outlays	6,000	3,500	9,500
	Total - City Council	\$640,980	\$1,700	\$642,680
001015	City Court			
	Personnel	\$1,211,430		\$1,211,430
	Supplies & Expenses	33,180	12,600	45,780
	Other Services & Charges	669,462	4,518	673,980
	Capital Outlays	0		0
	Total - City Court	\$1,914,072	\$17,118	\$1,931,190
001020	Mayor/Admin.			
	Personnel	\$936,690	\$5,575	\$942,265
	Supplies & Expenses	23,050		23,050
	Other Services & Charges	233,469		233,469
	Capital Outlays	4,500	35,000	39,500
	Total - Mayor/Admin.	\$1,197,709	\$40,575	\$1,238,284
001030	Elections			

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Elections	\$0	\$0	\$0
001040 Muni. Clerk			
Personnel	\$205,460		\$205,460
Supplies & Expenses	4,150		4,150
Other Services & Charges	49,800		49,800
Capital Outlays	0		0
Total - Muni Clerk	\$259,410	\$0	\$259,410
001042 Accounting			
Personnel	\$361,350		\$361,350
Supplies & Expenses	6,300		6,300
Other Services & Charges	5,100		5,100
Capital Outlays	0		0
Total - Accounting	\$372,750	\$0	\$372,750
001045 Purchasing			
Personnel	\$137,090		\$137,090
Supplies & Expenses	2,750		2,750
Other Services & Charges	2,984		2,984
Capital Outlays	0		0
Total - Purchasing	\$142,824	\$0	\$142,824
001060 City Attorney			
Personnel	\$96,240		\$96,240
Supplies & Expenses	100		100
Other Services & Charges	600		600
Capital Outlays	0		0
Total - City Attorney	\$96,940	\$0	\$96,940
001080 Human Resources			
Personnel	\$260,185		\$260,185
Supplies & Expenses	7,800		7,800
Other Services & Charges	5,600		5,600
Capital Outlays	0		0
Total - Human Resources	\$273,585	\$0	\$273,585
001081 Loss Control			
Personnel	\$124,270		\$124,270
Supplies & Expenses	6,000		6,000
Other Services & Charges	3,700		3,700
Capital Outlays	0		0
Total - Loss Control	\$133,970	\$0	\$133,970
001090 Urban Development			

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Personnel	\$574,090		\$574,090
Supplies & Expenses	24,945	1,250	26,195
Other Services & Charges	134,180		134,180
Capital Outlays	0		0
Total - Urban Dev.	\$733,215	\$1,250	\$734,465
001091 Information Systems			
Personnel	\$296,630		\$296,630
Supplies & Expenses	39,100		39,100
Other Services & Charges	866,000	40,000	906,000
Capital Outlays	40,000		40,000
Total - Inf. Systems	\$1,241,730	\$40,000	\$1,281,730
001092 Gen. Gov't Building			
Personnel			\$0
Supplies & Expenses	21,400		21,400
Other Services & Charges	177,600		177,600
Capital Outlays	0		0
Total - Gen. Gov't Building	\$199,000	\$0	\$199,000
001093 Intermodal Facility (Depot) O & M:			
Personnel	\$0		\$0
Supplies & Expenses	13,300		13,300
Other Services & Charges	84,700		84,700
Capital Outlays	0	89,000	89,000
Total - Depot O & M	\$98,000	\$89,000	\$187,000
001094 Metro Planning			
Personnel	\$237,130		\$237,130
Supplies & Expenses	13,150		13,150
Other Services & Charges	244,750		244,750
Capital Outlays	100		100
Total - Metro Planning	\$495,130	\$0	\$495,130
001095 Gen. Gov't Insurance/Other serv.			
Personnel	\$0		\$0
Supplies & Expenses	1,000		1,000
Other Services & Charges	2,988,800	205,000	3,193,800
Capital Outlays			0
Total - Gen. Gov't Insur/other Serv.	\$2,989,800	\$205,000	\$3,194,800
001096 Federal Programs Administration			
Personnel	\$49,370		49,370
Supplies	2,900		2,900
Other Services & Charges	328,239		328,239
Capital Outlay	0		0
Total - Federal Programs Admin.	\$380,509	\$0	\$380,509

Recap - General Government Cost Centers

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Personnel	\$4,877,015	\$5,575	\$4,882,590
Supplies & Expenses	\$202,525	\$13,850	\$216,375
Other Services & Charges	\$6,039,484	\$247,718	\$6,287,202
Capital Outlays	\$50,600	\$127,500	\$178,100
Total - Gen. Government	\$11,169,624	\$394,643	\$11,564,267
 001100 Police			
Personnel	\$12,065,080		\$12,065,080
Supplies & Expenses	779,060	-600	778,460
Other Services & Charges	1,005,259	175,482	1,180,741
Capital Outlays	26,282	1,033,715	1,059,997
Total - Police	\$13,875,681	\$1,208,597	\$15,084,278
 001131 Police & Fire Training			
Personnel	\$53,630	\$100	\$53,730
Supplies & Expenses	101,072		101,072
Other Services & Charges	85,495		85,495
Capital Outlays	0	36,000	36,000
Total - Police & Fire Training	\$240,197	\$36,100	\$276,297
 001160 Fire			
Personnel	\$9,727,850		\$9,727,850
Supplies & Expenses	314,200		314,200
Other Services & Charges	338,720		338,720
Capital Outlays	0		0
Total - Fire Dept.	\$10,380,770	\$0	\$10,380,770
 001180 Code Enforcement			
Personnel	\$720,830	\$1,960	\$722,790
Supplies & Expenses	31,755		31,755
Other Services & Charges	210,450		210,450
Capital Outlays	0	102,000	102,000
Total - Code Enforcement	\$963,035	\$103,960	\$1,066,995
 001190 Contractual Services - Public Safety			
Personnel	\$220,340		\$220,340
Supplies & Expenses	0		0
Other Services & Charges	949,459	145,541	1,095,000
Capital Outlays	0		0
Total - Cont. Serv. - Public Safety	\$1,169,799	\$145,541	\$1,315,340
 <u>Public Services Cost Centers:</u>			
001191 Traffic Maint.			
Personnel	\$338,950		\$338,950
Supplies & Expenses	145,550		145,550
Other Services & Charges	108,250		108,250
Capital Outlays	0	72,000	72,000
Total - Traffic Maint.	\$592,750	\$72,000	\$664,750

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
001201 Streets			
Personnel	\$1,077,800		\$1,077,800
Supplies & Expenses	340,700		340,700
Other Services & Charges	1,146,800	420,355	1,567,155
Capital Outlays	0	245,000	245,000
Total - Streets	<u>\$2,565,300</u>	<u>\$665,355</u>	<u>\$3,230,655</u>
001202 Street Lights			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	1,355,000		1,355,000
Capital Outlays	0		0
Total - Street Lights	<u>\$1,355,000</u>	<u>\$0</u>	<u>\$1,355,000</u>
001203 Engineering			
Personnel	\$622,020		\$622,020
Supplies & Expenses	14,250		14,250
Other Services & Charges	366,412		366,412
Capital Outlays	0		0
Total - Engineering	<u>\$1,002,682</u>	<u>\$0</u>	<u>\$1,002,682</u>
001204 Shop			
Personnel	\$487,190		\$487,190
Supplies & Expenses	29,950		29,950
Other Services & Charges	56,600		56,600
Capital Outlays	0		0
Total - Shop	<u>\$573,740</u>	<u>\$0</u>	<u>\$573,740</u>
001205 GOFS			
Personnel	\$0		\$0
Supplies & Expenses	5,120		5,120
Other Services & Charges	18,500		18,500
Capital Outlays	0		0
Total - GOFS	<u>\$23,620</u>	<u>\$0</u>	<u>\$23,620</u>
001206 Drainage			
Personnel	\$0		\$0
Supplies & Expenses	8,500		8,500
Other Services & Charges	93,000		93,000
Capital Outlays	670,000		670,000
Total - Drainage	<u>\$771,500</u>	<u>\$0</u>	<u>\$771,500</u>
001207 Construction			
Personnel	\$678,870		\$678,870
Supplies & Expenses	121,950		121,950
Other Services & Charges	149,800		149,800
Capital Outlays	0		0
Total - Construction	<u>\$950,620</u>	<u>\$0</u>	<u>\$950,620</u>

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
001220 Sanitation			
Personnel	\$1,875,720		1,875,720
Supplies & Expenses	390,100		390,100
Other Services & Charges	1,568,950	8,500	1,577,450
Capital Outlays	0	1,345,000	1,345,000
Total - Sanitation	<u>\$3,834,770</u>	<u>\$1,353,500</u>	<u>\$5,188,270</u>
001221 Street Cleaning			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Street Cleaning	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
001250 Health			
Personnel	\$1,476,160		\$1,476,160
Supplies & Expenses	134,000		134,000
Other Services & Charges	5,400		5,400
Capital Outlays	0	60,000	60,000
Total - Health	<u>\$1,615,560</u>	<u>\$60,000</u>	<u>\$1,675,560</u>
Recap - Public Services:			
Personnel	\$6,556,710	\$0	\$6,556,710
Supplies & Expenses	\$1,190,120	0	1,190,120
Other Services & Charges	\$4,868,712	428,855	5,297,567
Capital Outlays	\$670,000	1,722,000	2,392,000
Total - Public Services	<u>\$13,285,542</u>	<u>\$2,150,855</u>	<u>\$15,436,397</u>
001260 Animal Control			
Personnel	\$143,520		\$143,520
Supplies & Expenses	10,900		10,900
Other Services & Charges	185,550		185,550
Capital Outlays	0		0
Total - Animal Control	<u>\$339,970</u>	<u>\$0</u>	<u>\$339,970</u>
001280 Human/Social Assist.			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	365,900	100,000	465,900
Capital Outlays			0
Total - Human/Social Assist.	<u>\$365,900</u>	<u>\$100,000</u>	<u>\$465,900</u>
001402 Economic Dev.			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	0	3,725,400	3,725,400
Capital Outlays	65,748	3,463,760	3,529,508
Total - Economic Dev.	<u>\$65,748</u>	<u>\$7,189,160</u>	<u>\$7,254,908</u>
001460 Debt Service			

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Principal	\$781,685		\$781,685
Interest	337,708		\$337,708
Paying Agent Fee	3,000		\$3,000
Total Debt Service	\$1,122,393	\$0	\$1,122,393
001551 Airport			
Personnel	\$0		\$0
Supplies & Expenses	17,650		17,650
Other Services & Charges	40,550		40,550
Capital Outlays	0		0
Total - Airport	\$58,200	\$0	\$58,200
001553 Cemetery			
Personnel	\$889,100		\$889,100
Supplies & Expenses	82,350		82,350
Other Services & Charges	60,301		60,301
Capital Outlays	60,500	256,000	316,500
Total - Cemetery	\$1,092,251	\$256,000	\$1,348,251
001560 Parking Garages			
Personnel	\$91,160		\$91,160
Supplies & Expenses	2,050		2,050
Other Services & Charges	54,350		54,350
Capital Outlays	0		0
Total - Parking Garages	\$147,560	\$0	\$147,560
Transfers to Other Funds	\$3,919,748	0	\$3,919,748
EXPENDITURES & TRANSFERS	\$58,196,418	\$11,584,856	\$69,781,274
Recap - General Fund			
Personnel	\$35,345,235	\$7,635	\$35,352,870
Supplies & Expenses	2,731,682	13,250	2,744,932
Other Services & Charges	14,207,230	4,822,996	19,030,226
Capital Outlays	873,130	6,740,975	7,614,105
Principal Payments	781,685	0	781,685
Interest Payments	337,708	0	337,708
Total - Gen. Fund Cost Centers	\$54,276,670	\$11,584,856	\$65,861,526
Transfers to Other Funds	3,919,748	0	3,919,748
Total - Expenditures & Transfers	\$58,196,418	\$11,584,856	\$69,781,274
Ending Cash Budget	\$19,000,744	-\$11,452,865	\$7,547,879

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
<i>Parks & Recreation (Fund #2):</i>			
002300 Recreation Maint. Cost Center			
Personnel	\$1,738,970	\$21,135	\$1,760,105
Supplies & Expenses	343,800	33,000	376,800
Other Services & Charges	481,979		481,979
Capital Outlays	0	150,000	150,000
Total - Recreation Maint.	<u>\$2,564,749</u>	<u>\$204,135</u>	<u>\$2,768,884</u>
002315 Recreation Admin.			
Personnel	\$611,600		\$611,600
Supplies & Expenses	86,960		86,960
Other Services & Charges	459,092		459,092
Capital Outlays	0		0
Total - Recreation Admin.	<u>\$1,157,652</u>	<u>\$0</u>	<u>\$1,157,652</u>
Kamper Park Zoo			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Kamper Park	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<i>Recap - Parks & Recreation Fund:</i>			
Personnel	\$2,350,570	\$21,135	\$2,371,705
Supplies & Expenses	430,760	33,000	463,760
Other Services & Charges	941,071	0	941,071
Capital Outlays	0	150,000	150,000
Total - Recreation Maint.	<u>\$3,722,401</u>	<u>\$204,135</u>	<u>\$3,926,536</u>
<i>Municipal Fire Protection (Fund #5):</i>			
Personnel	\$0		\$0
Supplies & Expenses	69,500		69,500
Other Services & Charges	55,000		55,000
Capital Outlays	75,000	740,000	815,000
Principal Payments	65,958		65,958
Interest Payments	4,081		4,081
Total - Municipal Fire Prot. Fund	<u>\$269,539</u>	<u>\$740,000</u>	<u>\$1,009,539</u>
<i>Special Streets (Fund #8):</i>			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	326,800		326,800
Capital Outlays	0		0
Total - Special Streets	<u>\$326,800</u>	<u>\$0</u>	<u>\$326,800</u>
<i>Water & Sewer Operation & Maint. (Fund #9):</i>			
009660 Customer Accounts Cost Center			

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Personnel	\$848,920		\$848,920
Supplies & Expenses	74,300		74,300
Other Services & Charges	497,900		497,900
Capital Outlays	25,000		25,000
Total - Customer Accounts	\$1,446,120	\$0	\$1,446,120
009672 Water Transmission Cost Center			
Personnel	\$1,057,830	\$10,770	\$1,068,600
Supplies & Expenses	1,120,500	-500,000	620,500
Other Services & Charges	2,187,300	100,000	2,287,300
Capital Outlays	220,000		220,000
Total - Water Trans.	\$4,585,630	-\$389,230	\$4,196,400
009673 Plant Cost Center			
Personnel	\$620,350		\$620,350
Supplies & Expenses	142,000	400,000	542,000
Other Services & Charges	1,442,000		1,442,000
Capital Outlays	90,000		90,000
Total - Plant	\$2,294,350	\$400,000	\$2,694,350
009676 Sewer Cost Center			
Personnel	\$513,920		\$513,920
Supplies & Expenses	330,100		330,100
Other Services & Charges	2,559,500		2,559,500
Capital Outlays	410,000		410,000
Total - Sewer	\$3,813,520	\$0	\$3,813,520
009677 Lagoon Cost Center			
Personnel	\$347,170		\$347,170
Supplies & Expenses	377,220		377,220
Other Services & Charges	2,374,400		2,374,400
Capital Outlays	0		0
Principal Payments	0		0
Interest Payments	0		0
Total - Lagoon Cost Center	\$3,098,790	\$0	\$3,098,790
Recap: Water & Sewer O & M Fund:			
<i>Personnel</i>	<i>\$3,388,190</i>	<i>\$10,770</i>	<i>\$3,398,960</i>
<i>Supplies & Expenses</i>	<i>2,044,120</i>	<i>-100,000</i>	<i>1,944,120</i>
<i>Other Services & Charges</i>	<i>9,061,100</i>	<i>100,000</i>	<i>9,161,100</i>
<i>Capital Outlays</i>	<i>745,000</i>	<i>0</i>	<i>745,000</i>
<i>Principal Payments</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Interest Payments</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Total - Water & Sewer O & M Fund</i>	<i>\$15,238,410</i>	<i>\$10,770</i>	<i>\$15,249,180</i>
Water & Sewer Bond & Int. (Fund #10):			
Other Services & Charges			\$0
Principal Payments	\$5,750,000		\$5,750,000
Interest Payments	\$1,967,909		\$1,967,909

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Paying Agent Fees	\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$7,732,909	\$0	\$7,732,909

Water & Sewer Revenue (Fund #11):

Principal Payments	\$0		\$0
Interest Payments	0		0
Other services & charges	81,000		81,000
Transfers to other funds	25,263,000		25,263,000
Total - W & S Revenue Fund	\$25,344,000	\$0	\$25,344,000

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

Principal Payments	\$38,685		\$38,685
Interest Payments	19,928		19,928
Other Services & Charges	100		100
Transfers	0		0
Paying Agent Fees	0		0
Total - 1999 TIF Bond & Int Fund	\$58,713	\$0	\$58,713

City Bond & Interest (Fund #13):

Principal Payments	\$819,285		\$819,285
Interest Payments	2,019,015		2,019,015
Other Services & Charges	30,000		30,000
Transfers			0
Paying Agent Fees	20,000		20,000
Total - 1999 TIF Bond & Int Fund	\$2,888,300	\$0	\$2,888,300

SUPPLEMENTAL ENVIRONMENTAL PROJECT (FUND #17):

Supplies	\$0		\$0
Other Services & Charges	100,000		100,000
Capital Outlay	0		0
Transfers	0		0
Total - Supp. Env. Project Fund	\$100,000	\$0	\$100,000

Police Fines & Forfeitures (Fund #19):

Personnel	\$0		\$0
Supplies & Expenses	0	37,965	37,965
Other Services & Charges	0	10,000	10,000
Capital Outlays	0		0
Transfers	0		0
Total - Fines & Forf. Fund	\$0	\$47,965	\$47,965

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

Principal Payments	\$180,000		\$180,000
Interest Payments	65,475		65,475
other services & charges	2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$247,475	\$0	\$247,475

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

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Principal Payments	\$0		\$0
Interest Payments	0		0
Transfers	0		0
other services & charges	0		0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0

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

Principal Payments	\$155,000		\$155,000
Interest Payments	38,790		38,790
other services & charges	2,500		2,500
Transfers to other Funds	0		0
Total - 2003 TIF Bond & Int Fund	\$196,290	\$0	\$196,290

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

Principal Payments	105,000		105,000
Interest Payments	33,685		33,685
Other Services & Charges	2,500		2,500
Total - 2007 TIF Bond & Int Fund	\$141,185	\$0	\$141,185

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

Principal Payments	\$50,000		50,000
Interest Payments	\$2,000		2,000
Other Services & Charges	\$1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$53,000	\$0	\$53,000

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

Principal Payments	\$0		0
Interest Payments	\$0		0
Transfers	\$0	\$1,255	1,255
Total - 2008 TIF Bond & Int Fund	\$0	\$1,255	\$1,255

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

Principal Payments	\$190,000		190,000
Interest Payments	\$90,103		90,103
Other Services & Charges	\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$282,103	\$0	\$282,103

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

Principal Payments	\$53,000		53,000
Interest Payments	\$22,605		22,605
Other Services & Charges			0
Total - 2008 TIF Bond & Int Fund	\$75,605	\$0	\$75,605

Airport Imp. (Fund #39):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	50,000		50,000
Capital Outlays	3,700,000	-340,717	3,359,283

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Total - Airport Imp. Fund	\$3,750,000	-\$340,717	\$3,409,283
Series 2015A TIF Bond & Int (The Ridge at Turtle Creek)			
(Fund #50)			
Principal Payments	75,000		75,000
Interest Payments	44,413		44,413
Paying Agent Fees	2,000		2,000
Other Services & Charges	-		0
Total - Series 2015A TIF Bond & Int	\$ 121,413	\$ -	\$ 121,413
Series 2015B TIF Bond & Int (Midtown Market)			
(Fund #51)			
Principal Payments	13,000		13,000
Interest Payments	7,673		7,673
Paying Agent Fees	2,000		2,000
Other Services & Charges	-		-
Total - Series 2015B TIF Bond & Int	\$ 22,673	\$ -	\$ 22,673
Series 2019 TIF Bond & Int (Elam Arms)			
(Fund #52)			
Principal Payments	172,000		172,000
Interest Payments	119,935		119,935
Paying Agent Fees	2,500		2,500
Other Services & Charges			0
Total - Series 2019 TIF Bond & Int	\$ 294,435	\$ -	\$ 294,435
Municipal Road & Bridge (Fund #72):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	1,540,000		1,540,000
Capital Outlays	2,384,976	-163,207	2,221,769
Principal	0		0
Interest	0		0
Total - Municipal Road & Bridge	\$3,924,976	-\$163,207	\$3,761,769
Mass Transit (Fund #73):			
Personnel	\$1,452,580		\$1,452,580
Supplies & Expenses	246,410	15,000	261,410
Other Services & Charges	416,875	8,300	425,175
Capital Outlays	3,020,997		3,020,997
Total - Mass Transit Fund	\$5,136,862	\$23,300	\$5,160,162
Water & Sewer Construction (Fund #75):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	1,000,000		1,000,000
Transfers			
Capital Outlays	4,212,895		4,212,895

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Total - W & S Construction Fund	\$5,212,895	\$0	\$5,212,895
Community Centers (Fund #77):			
Personnel	\$655,060		\$655,060
Supplies & Expenses	45,700		45,700
Other Services & Charges	191,100		191,100
Capital Outlays	70,500		70,500
Total - Community Centers Fund	\$962,360	\$0	\$962,360
Community Dev. Block Grant (Fund #82):			
Personnel	\$353,990		\$353,990
Supplies & Expenses	8,250		8,250
Other Services & Charges	973,850		973,850
Capital Outlays	0	1,507,216	1,507,216
Transfers	0		0
Total - CDBG Fund	\$1,336,090	\$1,507,216	\$2,843,306
Covid Fiscal Recovery Fund (Fund #79):			
Supplies	\$0		0
Other Services & Charges	\$0		0
Transfers Out	\$0		0
Capital Outlay	12,875,822	-\$14	12,875,808
Total - Series 2009 G.O. Bonds	\$12,875,822	-\$14	\$12,875,808
Special Sales Tax-Parks/Rec/USM Improvements (Fund 86):			
Personal Services	\$52,980		52,980
Supplies	\$0		0
Other Services & Charges	\$1,496,500	-\$82,294	1,414,206
Transfers Out	\$0		0
Capital Outlay	3,496,500	\$4,790,035	8,286,535
Total - Parks/Rec/USM Impr.	\$5,045,980	\$4,707,741	\$9,753,721
Public Safety/Recreation Construction (Fund #88):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	11,881,000	-550,409	11,330,591
Transfers to other Funds	0		0
Total - Series 2002 Const. Fund	\$11,881,000	-\$550,409	\$11,330,591
MDA Energy Efficiency Capital Projects (Fund 89):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

TIF Construction (Fund # 91):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

2019 Fire Station Construction Fund (Fund 95):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	946,000	441	946,441
Transfers	0		0
Total - Series 2001 Const. Fund	\$946,000	\$441	\$946,441

Infrastructure Impr-Internet Sales Tax (Fund #97):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Transfers			0
Capital Outlays	2,089,063	3,583,950	5,673,013
Total - Internet Sales Tax Fund	\$2,089,063	\$3,583,950	\$5,673,013

Kamper Park Imp. (Fund #98):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	2,360	-1	2,359
Total - Kamper Park Imp. Fund	\$2,360	-\$1	\$2,359

Series 2010 Water & Sewer G.O. Constr. (Fund #99):			
Personnel			
Supplies & Expenses			
Other Services & Charges			0
Capital Outlay	\$0		0
Transfers out	\$0		0
Total - Series 2010 Constr.	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets
<i>Series 2013 Water & Sewer Revenue Constr. (Fund #105):</i>			
Personnel			0
Supplies & Expenses			0
Other Services & Charges	\$0		0
Capital Outlay	\$0		0
Transfers	\$0	\$572	572
Total - Series 2013 Constr.	\$0	\$572	\$572
<i>Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):</i>			
Personnel			0
Supplies & Expenses			0
Other Services & Charges	\$0		0
Capital Outlay	\$1,700,000	-\$23,862	1,676,138
Transfers			0
Total - Series 2016 Constr.	\$1,700,000	-\$23,862	\$1,676,138
<i>Series 2012 Water & Sewer Const. (Fund #94):</i>			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers Out	64		65
Total - Series 2012 Const.	\$64	\$0	\$65
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$111,978,723	\$9,749,135	\$121,727,859
General Fund	\$58,196,418	\$11,584,856	\$69,781,274
TOTAL EXPENDITURES & TRANSFERS	\$170,175,141	\$21,333,991	\$191,509,133
Less: Interfund Transfers	-29,182,812	-572	-29,183,385
TOTAL EXPENDITURES	\$140,992,329	\$21,333,419	\$162,325,748
<i>Recap of City-Wide Expenditure Budgets:</i>			
<i>Personnel</i>	<i>\$43,598,605</i>	<i>\$39,540</i>	<i>\$43,638,145</i>
<i>Supplies & Expenses</i>	<i>\$5,576,422</i>	<i>-\$785</i>	<i>\$5,575,637</i>
<i>Other Services & Charges</i>	<i>\$30,522,126</i>	<i>\$4,860,257</i>	<i>\$35,382,383</i>
<i>Capital Outlays</i>	<i>\$48,073,243</i>	<i>\$16,434,407</i>	<i>\$64,507,650</i>
<i>Principal Payments</i>	<i>8,448,613</i>	<i>0</i>	<i>8,448,613</i>
<i>Interest Payments</i>	<i>4,773,320</i>	<i>0</i>	<i>4,773,320</i>
Total Expenditure Budgets	\$140,992,329	\$21,333,419	\$162,325,748

RESOLUTION

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

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

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$6,000	\$3,500	\$9,500	Adjust budget for purchase of copier

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Municipal Court Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$33,180	\$12,600	\$45,780	Adjust budget allocation of Grant proceeds

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Mayor/Admin Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,500	\$35,000	\$39,500	Adjust budget for purchase of vehicle

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Intermodal FAC Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$89,000	\$89,000	Adjust budget for fountain repair and purchase of banquet chairs

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Dept Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,005,259	\$175,482	\$1,180,741	Budget to cover open purchase orders

Section 6. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Dept Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$26,282	\$1,033,715	\$1,059,997	Budget for open purchase orders, equipment and vehicle purchases

Section 7. That the following budget amendments are hereby authorized to be made in the City's General Fund P & F Training Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$36,000	\$36,000	Adjust Budget for Vehicle purchase

Section 8. That the following budget amendments are hereby authorized to be made in

the City's Code Enforcement Capital Outlay Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$102,000	\$102,000	Adjust budget for vehicle and equipment purchases

Section 9. That the following budget amendments are hereby authorized to be made in

the City's Contractual Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$949,459	\$145,541	\$1,095,000	Budget fund balance for open purchase orders

Section 10. That the following budget amendments are hereby authorized to be made in

the City's Traffic Maintenance Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$72,000	\$72,000	Budget fund balance for vehicle and equipment purchases

Section 11. That the following budget amendments are hereby authorized to be made in

the City's Streets Division Other Services and Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,146,800	\$420,355	\$1,567,155	Budget fund balance for open purchase orders and unexpended prior year funds

Section 12. That the following budget amendments are hereby authorized to be made in the City's Streets Division Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$245,000	\$245,000	Budget fund balance for equipment purchases

Section 13. That the following budget amendments are hereby authorized to be made in the City's Sanitation Division Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$1,345,000	\$1,345,000	Budget fund balance for supplies purchases

Section 14. That the following budget amendments are hereby authorized to be made in the City's Human/Social Asst Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$365,900	\$100,000	\$465,900	Budget fund balance for Open purchase orders

Section 15. That the following budget amendments are hereby authorized to be made in the City's Health Division Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$60,000	\$60,000	Budget fund balance for Equipment Purchase (mowers)

Section 16. That the following budget amendments are hereby authorized to be made in the City's Economic Dev Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$3,725,400	\$3,725,400	Budget fund balance for Open purchase orders and Special Projects

Section 17. That the following budget amendments are hereby authorized to be made in the City's Economic Dev Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$65,748	\$3,463,760	\$3,529,508	Budget fund balance for Special Projects

Section 18. That the following budget amendments are hereby authorized to be made in the City's Cemetery Division Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$60,500	\$256,000	\$316,500	Budget fund balance for purchase of Bucket truck and mowers

Section 19. That the following budget amendments are hereby authorized to be made in the City's Parks & Recreation Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$150,000	\$150,000	Budget fund balance for purchase of equipment (tractor and mowers)

Section 20. That the following budget amendments are hereby authorized to be made in the City's Municipal Fire Protection Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$75,000	\$740,000	\$815,000	Budget fund balance for purchase of Pumper truck and Command vehicles

Section 21. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$37,965	\$37,965	Budget fund balance for supplies purchases

Section 22. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$10,000	\$10,000	Budget fund balance for training costs

Section 23. That the following budget amendments are hereby authorized to be made in the City's Series 2011 TIF Debt Service (Kohl's) Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$1,255	\$1,255	Budget transfer of cash balance in order to close fund

Section 24. That the following budget amendments are hereby authorized to be made in the City's Community Dev Block Grant Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$1,507,216	\$1,507,216	Budget fund balance for Grant related Rehabs

Section 25. That the following budget amendments are hereby authorized to be made in the City's Special Sales Tax (P&R/USM) Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,496,500	\$4,790,035	\$8,286,535	Budget fund balance for Capital Projects

Section 26. That the following budget amendments are hereby authorized to be made in

the City's Internet Sales Tax/Infr Imp. Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,089,063	\$3,583,950	\$5,673,013	Budget fund balance for Capital Projects

Section 27. That the following budget amendments are hereby authorized to be made in

the City's Series 2013 Water & Sewer Revenue Const Fund Transfers Unappropriated Fund
Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$572	\$572	Budget transfer of cash balance in order to close fund

Section 28. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$23,500
Licenses & Permits	4,387,020
Inter-governmental Revenues:	
Federal Grants	1,956,751
State Grants	428,528
State-Shared Revenues	26,063,063
County Shared Revenues	3,000
Charges for Services:	
Public safety	275,000
Streets	0
Sanitation	2,325,800
Misc.	535,000
Fines & Forfeits	399,000
Miscellaneous	442,800
Transfers-In	1,285,255
Non-Revenue Receipts	473,700
Total From All Sources	
Other Than taxation	38,598,417
Beginning Cash and	
Investment Balance	19,130,736
Reserve for Court Technology	0
Amount to be Raised by Tax Levy	19,600,000
TOTAL FROM ALL SOURCES	\$77,329,153

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,882,590
Supplies & Expenses	216,375
Other services & Charges	6,287,202
Capital Outlays	178,100
Total - General Government	11,564,267
Police Dept.:	
Personnel	12,065,080
Supplies & Expenses	778,460
Other services & Charges	1,180,741
Capital Outlays	1,059,997
Total - Police Dept.	15,084,278
Police & Fire Training:	
Personnel	53,730
Supplies & Expenses	101,072
Other services & Charges	85,495
Capital Outlays	36,000
Total - Police & Fire Training	276,297
Fire Dept.:	
Personnel	9,727,850
Supplies & Expenses	314,200
Other services & Charges	338,720
Capital Outlays	0
Total - Fire Dept.	10,380,770
Land Development Administration:	
Personnel	722,790
Supplies & Expenses	31,755
Other services & Charges	210,450
Capital Outlays	102,000
Total - Land Dev. Admin.	1,066,995

Public Safety Contractual Services:	
Personnel	220,340
Other services & Charges	1,095,000
Total - Pub. Safety Cont. Serv.	<u>1,315,340</u>
Public Services:	
Personnel	6,556,710
Supplies & Expenses	1,190,120
Other services & Charges	5,297,567
Capital Outlays	2,392,000
Total - Public Services	<u>15,436,397</u>
Animal Control	
Personnel	143,520
Supplies & Expenses	10,900
Other services & Charges	185,550
Capital Outlays	0
Total - Animal Control	<u>339,970</u>
Human/Social	
Other services & Charges	465,900
Total - Human/Social	<u>465,900</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	3,725,400
Capital Outlays	3,529,508
Total - Eco. Dev.	<u>7,254,908</u>
Debt Service:	
Principal Payments	781,685
Interest Payments	337,708
Paying Agent Fee	3,000
Total - Debt service	<u>1,122,393</u>
Airport	
Personnel	0
Supplies & Expenses	17,650
Other services & Charges	40,550
Capital Outlays	0
Total - Airport	<u>58,200</u>
Cemetery	
Personnel	889,100
Supplies & Expenses	82,350
Other services & Charges	60,301
Capital Outlays	316,500
Total - Cemetery	<u>1,348,251</u>
Parking Garages	
Personnel	91,160
Supplies & Expenses	2,050
Other services & Charges	54,350
Capital Outlays	0
Total - Parking Garages	<u>147,560</u>
Operating Transfers Out	<u>3,919,748</u>
Total Expenditures & Transfers	<u>69,781,274</u>
Ending Cash Balance	<u>\$7,547,879</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$77,329,153</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,000
State Grants	6,660
County Shared Revenues	0
Misc. grants	0

Charges for Services:

Culture & Recreation	50,400
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Miscellaneous	2,000
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Transfers-In	2,317,341
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Non-Revenue Receipts	0
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Total From All Sources

Other Than taxation	2,377,401
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Beginning Cash and

Investment Balance	933,470
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Amount to be Raised by Tax Levy	985,000
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TOTAL FROM ALL SOURCES

\$4,295,871

EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	2,371,705
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Supplies & Expenses	463,760
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Other services & Charges	941,071
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Capital Outlays	150,000
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Total Expenditures	<u>\$3,926,536</u>
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Cash balance at End of Year	<u>369,335</u>
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TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$4,295,871

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$297,500
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	3,000
Transfers In	0
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	396,152
Beginning Cash and	
Investment Balance	892,639
TOTAL FROM ALL SOURCES	\$1,288,791

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	69,500
Other services & Charges	55,000
Capital Outlays	815,000
Lease Debt Service - Principal	65,958
Lease Debt Service - Interest	4,081
Total Expenditures	\$1,009,539
Cash balance at End of Year	279,252
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,288,791

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	60,000
Misc. grants	0
Miscellaneous	800
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	60,800
Beginning Cash and	
Investment Balance	266,716
TOTAL FROM ALL SOURCES	\$327,516

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	326,800
Capital Outlays	0
Total Expenditures	\$326,800
Cash balance at End of Year	716
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$327,516

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Charges for Services	\$45,000
Transfers-In	14,000,000
Miscellaneous	5,000
Non-Revenue Receipts	103,500
Total From All Sources	
Other Than taxation	<u>14,153,500</u>
Beginning Cash and	
Investment Balance	<u>2,189,210</u>
TOTAL FROM ALL SOURCES	<u><u>\$16,342,710</u></u>

EXPENDITURES & ENDING CASH:

Personnel	3,398,960
Supplies & Expenses	1,944,120
Other services & Charges	9,161,100
Capital Outlays	745,000
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	<u>\$15,249,180</u>
Cash balance at End of Year	<u>1,093,530</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$16,342,710</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Transfers-In	\$8,750,000
Miscellaneous	10,000
Non-Revenue Receipts	0
Total Revenues	<u>8,760,000</u>
Beginning Cash Balance	<u>35,842,417</u>
TOTAL FROM ALL SOURCES	<u><u>\$44,602,417</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,750,000
Interest on Bonds	1,967,909
Other Services & Charges	0
Paying Agent Fees	15,000
Total Expenditures	<u>7,732,909</u>
Cash balance at End of Year	<u>36,869,508</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$44,602,417</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$3,000
Miscellaneous	20,000
Metered Water Sales	12,360,000
Taps	165,000
Water Turn-On Fees	70,000
Sewer Connections	40,000
Sewer Charges	12,686,000
Total Revenues	<u>25,344,000</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$25,344,000</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	81,000
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	25,263,000
Total Expenditures	<u>\$25,344,000</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$25,344,000</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	32,128
Total From All Sources	
Other Than taxation	32,128
Beginning Cash and	
Investment Balance	136,071
Amount to be Raised by Tax Levy	26,485
TOTAL FROM ALL SOURCES	\$194,684

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	38,685
Interest on Bonds	19,928
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	100
Total Expenditures	\$58,713
Cash balance at End of Year	135,971
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$194,684

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	10,000
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources	
Other Than taxation	10,000
Beginning Cash and	
Investment Balance	4,943,490
Amount to be Raised by Tax Levy	2,390,000
TOTAL FROM ALL SOURCES	\$7,343,490

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	819,285
Interest on Bonds	2,019,015
Other Services & Charges	30,000
Transfers	0
Paying Agent Fees	20,000
Total Expenditures	\$2,888,300
Cash balance at End of Year	4,455,190
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,343,490

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

SUPPLEMENTAL ENVIRONMENTAL PROJECT FUND

REVENUES & BEG. CASH:

Transfers In	\$50,000
Total From All Sources	
Other Than taxation	50,000
Beginning Cash and	
Investment Balance	100,217
TOTAL FROM ALL SOURCES	\$150,217

EXPENDITURES & ENDING CASH:

Other Services & Charges	100,000
Operating transfers out	0
Total Expenditures	\$100,000
Cash balance at End of Year	50,217
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$150,217

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	47,965
TOTAL FROM ALL SOURCES	\$47,965

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	37,965
Other services & Charges	10,000
Capital Outlays	0
Transfers Out	0
Total Expenditures	\$47,965
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$47,965

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	65,658
Total From All Sources	
Other Than taxation	65,658
Beginning Cash and	
Investment Balance	364,518
Amount to be Raised by Tax Levy	53,375
TOTAL FROM ALL SOURCES	\$483,551

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	180,000
Interest on Bonds	65,475
Other Services & Charges	2,000
Total Expenditures	\$247,475
Cash balance at End of Year	236,076
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$483,551

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	216,660
Amount to be Raised by Tax Levy	195,000
TOTAL FROM ALL SOURCES	\$411,660

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	155,000
Interest on Bonds	38,790
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	\$196,290
Cash balance at End of Year	215,370
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$411,660

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
for the fiscal year ended September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$500
County Shared Revenue	\$62,028
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	62,528
Beginning Cash and	
Investment Balance	244,516
Amount to be Raised by Tax Levy	50,000
TOTAL FROM ALL SOURCES	\$357,044

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	105,000
Interest on Bonds	33,685
Other Services & Charges	2,500
Total Expenditures	\$141,185
Cash balance at End of Year	215,859
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$357,044

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$600
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	600
Beginning Cash and	
Investment Balance	118,337
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$118,937

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	2,000
Other Services & Charges	1,000
Total Expenditures	\$53,000
Cash balance at End of Year	65,937
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$118,937

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	1,255
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$1,255

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Transfers	1,255
Total Expenditures	\$1,255
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,255

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$1,000
County Shared Revenue	\$210,285
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>211,285</u>
Beginning Cash and	
Investment Balance	603,777
Amount to be Raised by Tax Levy	<u>170,945</u>
TOTAL FROM ALL SOURCES	<u><u>\$986,007</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	190,000
Interest on Bonds	90,103
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$282,103</u>
Cash balance at End of Year	<u>703,904</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$986,007</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$41,583
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>41,883</u>
Beginning Cash and	
Investment Balance	83,770
Amount to be Raised by Tax Levy	<u>34,022</u>
TOTAL FROM ALL SOURCES	<u><u>\$159,675</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	53,000
Interest on Bonds	22,605
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$75,605</u>
Cash balance at End of Year	<u>84,070</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$159,675</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$3,330,000
State Shared Revenues	185,000
Miscellaneous	40,000
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	3,805,000
Beginning Cash and	
Investment Balance	(395,717)
TOTAL FROM ALL SOURCES	\$3,409,283

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	50,000
Capital Outlays	3,359,283
Total Expenditures	\$3,409,283
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,409,283

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$400
County Shared Revenue	\$29,857
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>30,257</u>
Beginning Cash and	
Investment Balance	122,076
Amount to be Raised by Tax Levy	<u>89,571</u>
TOTAL FROM ALL SOURCES	<u><u>\$241,904</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	44,413
Other Services & Charges	<u>2,000</u>
Total Expenditures	\$121,413
Cash balance at End of Year	<u>120,491</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$241,904</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$10,762
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	<u>10,762</u>
Beginning Cash and	
Investment Balance	13,983
Amount to be Raised by Tax Levy	<u>8,805</u>
TOTAL FROM ALL SOURCES	<u><u>\$33,550</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	13,000
Interest on Bonds	7,673
Paying Agent Fees	2,000
Other Services & Charges	0
Total Expenditures	<u>\$22,673</u>
Cash balance at End of Year	<u>10,877</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$33,550</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$800
County Shared Revenue	\$164,980
Transfer From Other Funds	66,407
Total From All Sources	
Other Than taxation	232,187
Beginning Cash and	
Investment Balance	810,049
Amount to be Raised by Tax Levy	134,116
TOTAL FROM ALL SOURCES	\$1,176,352

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	172,000
Interest on Bonds	119,935
Other Services & Charges	2,500
Total Expenditures	\$294,435
Cash balance at End of Year	881,917
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,176,352

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,700,000
State Grants	1,203,976
County Shared Revenues	1,820,000
Miscellaneous	1,000
Transfers In	0

Non-Revenue Receipts 0

Total From All Sources 4,724,976

Other Than taxation 4,724,976

Beginning Cash and (963,207)

Investment Balance \$3,761,769

TOTAL FROM ALL SOURCES

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,540,000
Capital Outlays	2,221,769
Principal Payments	0
Interest Payments	0

Total Expenditures \$3,761,769

Cash balance at End of Year 0

TOTAL EXPENDITURES AND

ENDING CASH BALANCE \$3,761,769

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2023

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$3,954,435
State Grants	\$85,000
Miscellaneous	145,400
Transfers-In	400,000
Non-Revenue Reciepts	0
Total From All Sources	
Other Than taxation	4,584,835
Beginning Cash and	
Investment Balance	1,167,820
Amount to be Raised by Tax Levy	245,000
TOTAL FROM ALL SOURCES	\$5,997,655

EXPENDITURES & ENDING CASH:

Personnel	1,452,580
Supplies & Expenses	261,410
Other services & Charges	425,175
Capital Outlays	3,020,997
Total Expenditures	\$5,160,162
Cash balance at End of Year	837,493
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$5,997,655

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2023

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
Miscellaneous	68,800
Transfers-In	1,639,000
Non-Revenue Receipts	<u>2,305,095</u>
Total From All Sources	
Other Than taxation	<u>4,012,895</u>
Beginning Cash and	
Investment Balance	<u>1,905,217</u>
TOTAL FROM ALL SOURCES	<u><u>\$5,918,112</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$1,000,000
Capital Outlays	4,212,895
Transfers	<u>0</u>
Total Expenditures	<u>5,212,895</u>
Cash balance at End of Year	<u>705,217</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$5,918,112</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$16,000
Miscellaneous	500
Transfers-In	850,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	866,500
Beginning Cash and	
Investment Balance	140,302
TOTAL FROM ALL SOURCES	\$1,006,802

EXPENDITURES & ENDING CASH:

Personnel	655,060
Supplies & Expenses	45,700
Other services & Charges	191,100
Capital Outlays	70,500
Total Expenditures	\$962,360
Cash balance at End of Year	44,442
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,006,802

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

COVID FISCAL RECOVERY FUND:

REVENUES & BEG. CASH:

Federal Grants	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and	
Investment Balance	12,875,808
TOTAL FROM ALL SOURCES	\$12,875,808

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	0
Capital Outlays	12,875,808
Transfers Out	0
Total Expenditures	\$12,875,808
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$12,875,808

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$2,880,735
Miscellaneous	\$700
Transfers In	<u>36,000</u>
Total From All Sources	
Other Than taxation	<u>2,917,435</u>
Beginning Cash and	
Investment Balance	<u>(67,763)</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,849,672</u></u>

EXPENDITURES & ENDING CASH:

Personnel	353,990
Supplies & Expenses	8,250
Other services & Charges	973,850
Capital Outlays	1,507,216
Transfers	<u>0</u>
Total Expenditures	<u>\$2,843,306</u>
Cash balance at End of Year	<u>6,366</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,849,672</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants	0
State Grants	
State Shared Revenues	2,650,000
Non-Revenue Receipts	5,500,000
Miscellaneous	0
Total Revenues	<u>8,150,000</u>
Beginning Cash and Investment Balance	<u>1,603,721</u>
TOTAL FROM ALL SOURCES	<u><u>\$9,753,721</u></u>

EXPENDITURES & ENDING CASH:

Personal Services	52,980
Other services & Charges	1,414,206
Capital Outlays	8,286,535
Transfers to Other Funds	0
Total Expenditures	<u>\$9,753,721</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$9,753,721</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
State Grants	0
Transfers	0
Interest Earnings	
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>11,330,591</u>
TOTAL FROM ALL SOURCES	<u><u>\$11,330,591</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	11,330,591
Transfers to Other Funds	0
Total Expenditures	<u>\$11,330,591</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$11,330,591</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

2019 FIRE STATION
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	946,441
TOTAL FROM ALL SOURCES	<u><u>\$946,441</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	946,441
Transfers Out	0
Total Expenditures	<u>\$946,441</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$946,441</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	\$3,600,000
Transfers In	0
Miscellaneous	
Non-Revenue Receipts	
Total Revenues	<u>3,600,000</u>
Beginning Cash and	
Investment Balance	<u>2,073,013</u>
TOTAL FROM ALL SOURCES	<u><u>\$5,673,013</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>5,673,013</u>
Total Expenditures	<u>\$5,673,013</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$5,673,013</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	10
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	<u>10</u>
Beginning Cash and	
Investment Balance	2,359
TOTAL FROM ALL SOURCES	<u><u>\$2,369</u></u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	2,369
Total Expenditures	<u>\$2,369</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,369</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>572</u>
TOTAL FROM ALL SOURCES	<u><u>\$572</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers Out	<u>572</u>
Total Expenditures	<u>\$572</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$572</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	0
Beginning Cash and	
Investment Balance	1,676,138
TOTAL FROM ALL SOURCES	\$1,676,138

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	1,676,138
Transfers Out	
Total Expenditures	\$1,676,138
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,676,138



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Approve professional services contract with Shows, Dearman and Waits, Inc. to provide engineering services related to the Mississippi Hall Sewer Improvements project and authorize the mayor to execute the agreement in duplicate.
File Number: 2022-885
Minute Book #

Summary

Approve professional services contract with Shows, Dearman and Waits, Inc. to provide engineering services related to the Mississippi Hall Sewer Improvements project and authorize the mayor to execute the agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 22, 2022** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Mississippi Hall Sewer Improvements** ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

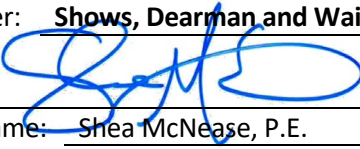
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/22/2022**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 *Construction Phase*

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

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

Exhibit A – Engineer's Services

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

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and American Society of Civil Engineers. All rights reserved.**

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/22/2022.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/22/2022.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to **nine (9)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

4. *Progress Payments:*

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

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

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

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

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

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

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$60,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **120 day** construction schedule.

B. Compensation for Reimbursable Expenses:

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

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

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

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

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

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2023) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/22/2022**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/22/2022.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/22/2022.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

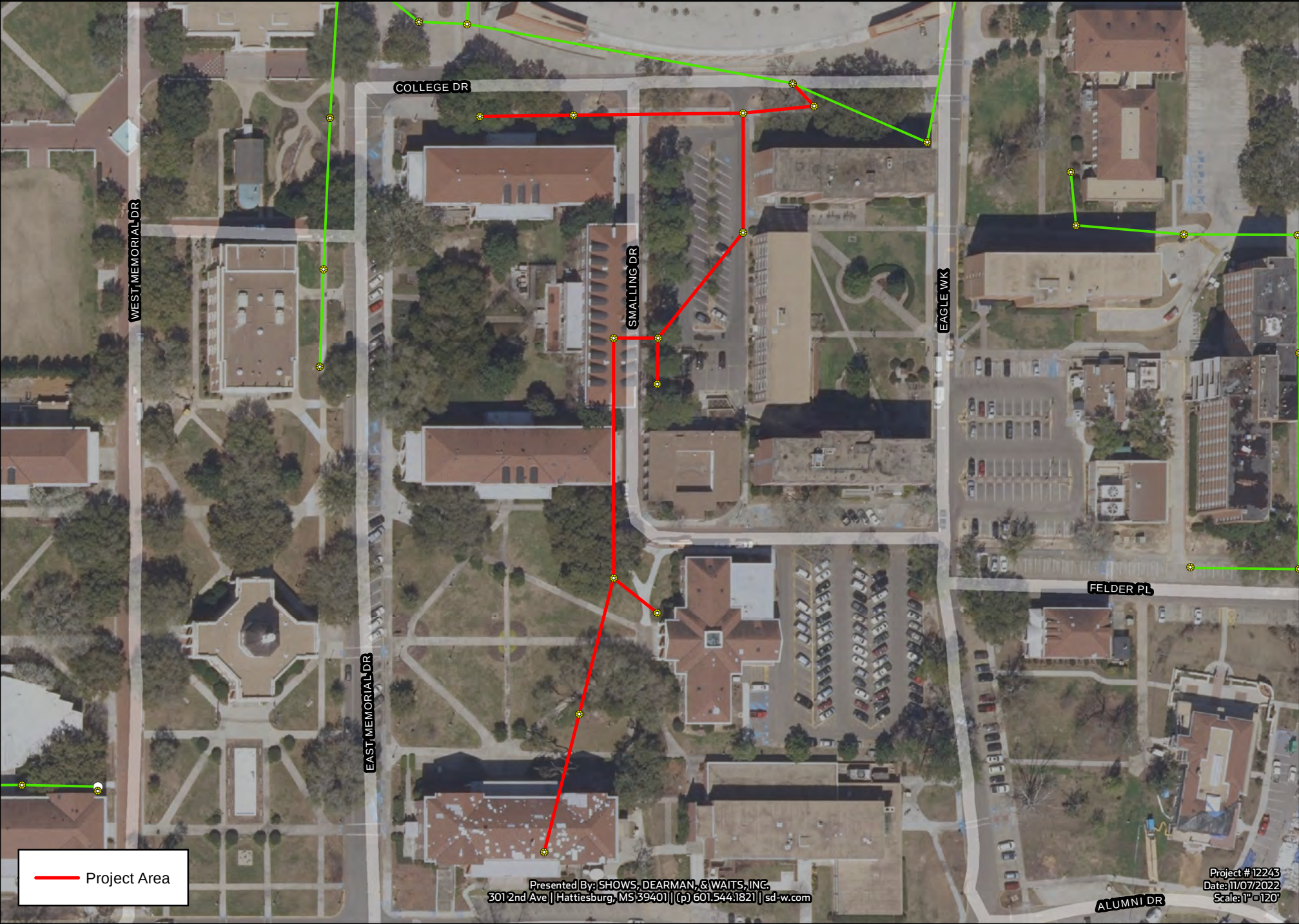
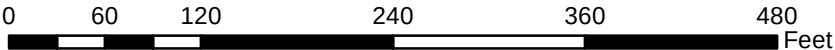
- | | |
|---------------------|-------------|
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

g. Other (specify): N/A

B. *Additional Insureds:*

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

City of Hattiesburg - Mississippi Hall Sewer Improvements
Attachment A



Presented By: SHOWS, DEARMAN, & WAITS, INC.
301 2nd Ave || Hattiesburg, MS 39401 || (p) 601.544.1821 || sd-w.com

Project #12243
Date: 11/07/2022
Scale: 1"=120'



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Approve a professional services agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Lincoln Rd Detention Facility project; Authorize the mayor to execute the agreement in duplicate.
File Number: 2022-882
Minute Book #

Summary

Approve a professional services letter agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Lincoln Rd Detention Facility project; Authorize the mayor to execute the agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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



Engineering Progress

November 3, 2022

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

Attn: Lamar Rutland, P.E.

**RE: Lincoln Road Detention Facility
Due Diligence Investigation**

Dear Mr. Rutland:

The City of Hattiesburg has previously studied the area shown on Attachment A (Site A) for the purposes of constructing a regional stormwater detention facility. In the course of this study, it became evident that the area shown on Attachment B (Site B) may also be feasible for a regional stormwater retention facility. The following is a proposal to provide professional services to conduct a preliminary due diligence investigation on the two aforementioned properties.

SDW, Incorporated proposes the following scope of work:

- Complete a preliminary wetland delineation of Site "A" and "B" to include:
 - Data forms for wetland determination
 - Flagging and sub-meter GPS mapping of jurisdictional wetland and/or jurisdictional stream
 - Complete report for each site for USACE jurisdictional determination
 - Submittal of report to the USACE for jurisdictional determination upon request.
 - Preliminary mitigation estimate/cost provided for proposed impact (for planning purposes)
- Complete a Threatened and Endangered species survey for Sites "A" & "B" with report provided for each site to the U.S. Fish and Wildlife Service for concurrence letter.
- Complete a Cultural Resources Survey for Sites "A" & "B" with report provided to the Mississippi Department of Archives and History for concurrence letter.
- Complete a geotechnical investigation for Site "A" to include:
 - 12 borings at various depths based on elevation
 - Laboratory testing of the collected materials including (2) Remolded Permeability Samples.
 - A report of geotechnical findings on Site "A"
- Complete a conceptual storm water routing plan for Site "B" to determine the conceptual feasibility of a regional storm water detention facility.

The above referenced Scope of Work can be completed for the following costs:

- Wetlands Delineation - \$5,100.00
 - Site "A" - \$1,920.00
 - Site "B" - \$3,180.00
- T&E Survey - \$870.00
 - Site "A" - \$290.00
 - Site "B" - \$580.00
- Cultural Resources Survey - \$22,990.00
 - Site "A" - \$13,220.00
 - Site "B" - \$9,770.00
- Geotechnical Investigation - \$17,216.00
- Conceptual storm water routing plan - \$18,500.00
- Total for professional services - \$64,676.00

I appreciate this opportunity to provide you with these services and look forward to continued relationship with the City of Hattiesburg. Should you have questions or comments, please do not hesitate to contact me.

Sincerely,



Shea McNease, P.E.
Project Engineer

City of Hattiesburg

Mayor Toby Barker

Date:_____

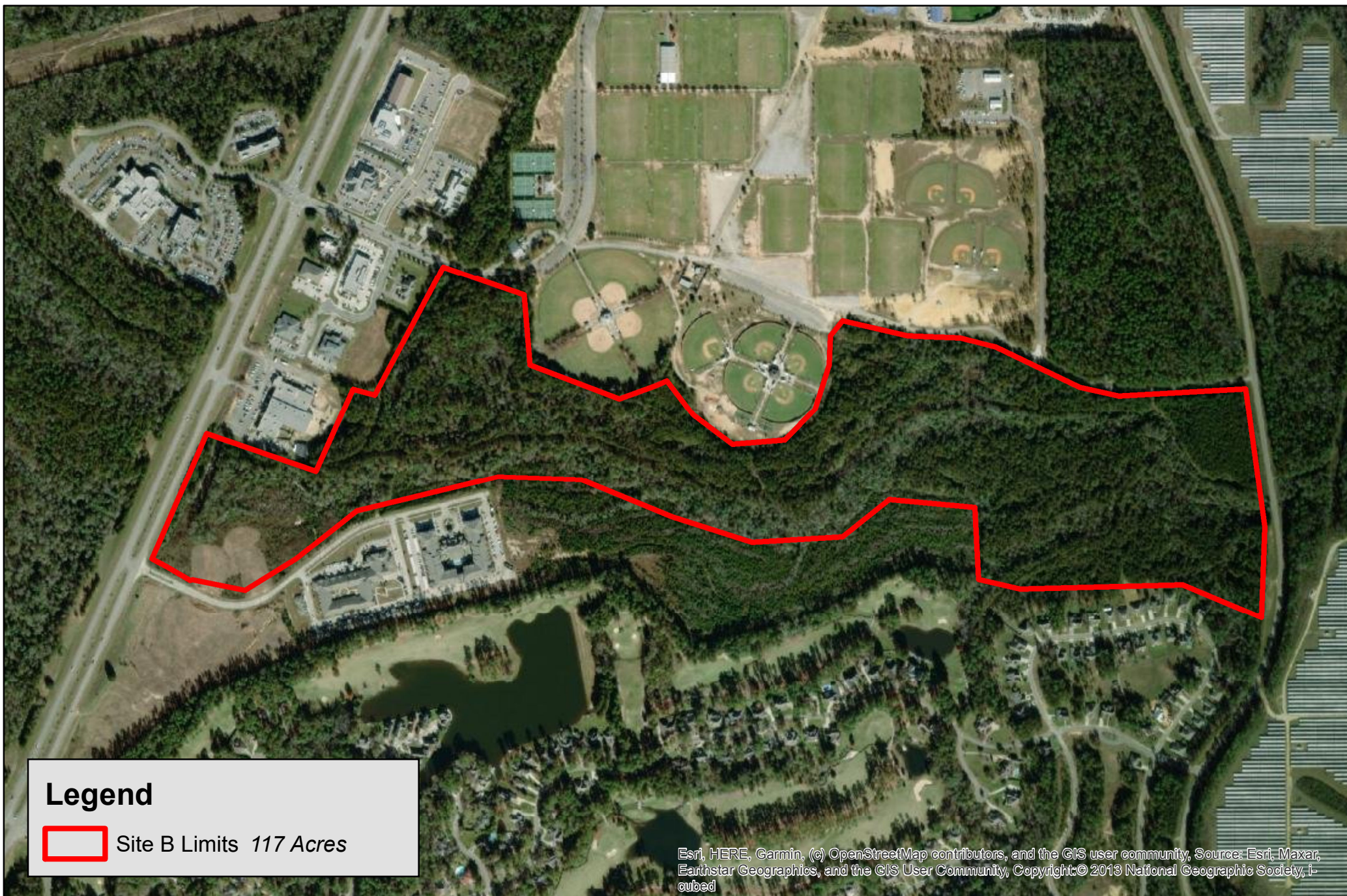
ATTACHMENT A - SITE A



Legend

 Site A Limits 47 Acres

ATTACHMENT B - SITE B





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Approve professional services agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Drainage Improvements Projects Along 7th Street. 25th Avenue and Grace Avenue and authorized the mayor to execute the agreement in duplicate.
File Number: 2022-881
Minute Book #

Summary

Approve professional services agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Drainage Improvements Projects Along 7th Street. 25th Avenue and Grace Avenue and authorized the mayor to execute the agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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(202) 347-7474
www.acec.org

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

THIS IS AN AGREEMENT effective as of **November 22, 2022** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Drainage Improvements Projects along 7th Street, 25th Avenue and Grace Avenue** ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

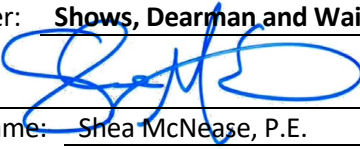
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/22/2022**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 Construction Phase

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

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

Exhibit A – Engineer's Services

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

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and American Society of Civil Engineers. All rights reserved.**

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/22/2022.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/22/2022.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to **nine (9)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

4. *Progress Payments:*

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

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

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

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

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

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

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$229,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **400 day** construction schedule.

B. Compensation for Reimbursable Expenses:

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

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

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

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

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

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2023) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **11/22/2022**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/22/2022.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 11/22/2022.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

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

g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Shows, Dearman and Waits, Inc.
Engineer

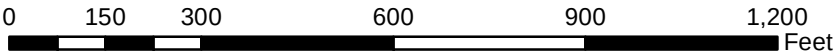
b. N/A
Engineer's Consultant

c. N/A
Engineer's Consultant

d. N/A
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

City of Hattiesburg - W 7th St, N 25th Ave & Grace Ave
Drainage Improvements - Project Map - Attachment A





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Approve Supplemental Agreement No. 1 with Walters Construction Co., Inc. for the Hwy 49, Camp St., Adeline St. and Mamie St. project (Project No. DECD-0018(35)BO Forrest County) to add items to the contract resulting in an increase of \$19,282.50 to the contract amount; Authorize the mayor to execute in triplicate.
File Number: 2022-878
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Walters Construction Co., Inc. for the Hwy 49, Camp St., Adeline St. and Mamie St. project (Project No. DECD-0018(35)BO Forrest County) to add items to the contract resulting in an increase of \$19,282.50 to the contract amount; Authorize the mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

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

SUPPLEMENTAL AGREEMENT NO. 1

State Aid Project No.: DECD-0018(35)BO
City of Hattiesburg

WHEREAS, (I), (WE), Walters Construction Company, Inc., Contractors, of Laurel, MS and Western Surety Company, Surety, entered into a contract with the City of Hattiesburg, on the 16th day of March, 2021, for the construction of the above designated project, and

WHEREAS: During the course of construction of this project it was discovered that Detectable Warning Panels were not accounted for in the projects Pay Items. Detectable Warning Panels are required in various locations throughout the project in order to meet American with Disabilities Act (ADA) compliance, and

WHEREAS, it was also found during the course of the work that unsuitable materials were found within the roadway section of the project that required special material in the form of Geogrid for soil reinforcement, and

WHEREAS: It is the desire of the City of Hattiesburg to add the necessary pay items for completing these items of work; AND

WHEREAS: The contingencies currently established for the project are sufficient to cover the items of work listed below; AND

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

NOW, THEREFORE, it is mutually agreed that the Contractor will perform the work listed below at the stated unit prices with the final total price being contingent upon the final quantity required;

Payment for the Supplemental Agreement items will be made under:

Pay Item Number	Description	Original Quantity	Revised Quantity	Unit Price	Amount Increase/Decrease
907-608-C	Detectable Warning Panels	0.000 S.F.	246.000 S.F.	\$63.75	\$15,682.50
S-240-A	Geogrid, Type II	0.000 S.Y.	750.000 S.Y.	\$4.80	\$3,600.00
TOTAL INCREASE THIS SUPPLEMENTAL AGREEMENT					\$19,282.50

NOW, THEREFORE, (I), (WE), Walters Construction Company, INC., Contractors, and Western Surety Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 3rd day of November, 2022

Western Surety Company

By: [Signature]
SURETY
Attorney-in-Fact

RECOMMENDED FOR APPROVAL:

By: [Signature]
Project Engineer

APPROVED:
City Council

City of Hattiesburg

(By order of the Council Dated _____)

BY: _____
President

WALTERS CONSTRUCTION CO., INC.
CONTRACTOR

By: [Signature]
NAME AND TITLE

Approved:

Office of State Aid Road Construction

Approved:

Executive Director



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Fielden Mitts , Individually

of Jackson, MS its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30123512

Principal: Walters Construction Co., Inc.

Obligee: City of Hattiesburg

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of November, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

UNITED STATES DEPARTMENT OF JUSTICE

INVESTIGATION OF THE ACTS OF VIOLENCE COMMITTED BY THE KKK

On the 1st day of May, 1955, at the City of New York, New York, I, the undersigned, being duly sworn, depose and say that the following is a true and correct copy of the report of the Special Agent in Charge of the New York Office of the Federal Bureau of Investigation, dated and captioned as above.

Very truly yours,
Special Agent in Charge

Subscribed and sworn to before me this 1st day of May, 1955, at New York, New York.

Notary Public for New York State

WILLIAM J. RAY
Special Agent in Charge
New York Office

On the 1st day of May, 1955, at the City of New York, New York, I, the undersigned, being duly sworn, depose and say that the following is a true and correct copy of the report of the Special Agent in Charge of the New York Office of the Federal Bureau of Investigation, dated and captioned as above.

On the 1st day of May, 1955, at the City of New York, New York, I, the undersigned, being duly sworn, depose and say that the following is a true and correct copy of the report of the Special Agent in Charge of the New York Office of the Federal Bureau of Investigation, dated and captioned as above.

On the 1st day of May, 1955, at the City of New York, New York, I, the undersigned, being duly sworn, depose and say that the following is a true and correct copy of the report of the Special Agent in Charge of the New York Office of the Federal Bureau of Investigation, dated and captioned as above.

WILLIAM J. RAY

[Signature]

[Signature]

Special Agent in Charge

On the 1st day of May, 1955, at the City of New York, New York, I, the undersigned, being duly sworn, depose and say that the following is a true and correct copy of the report of the Special Agent in Charge of the New York Office of the Federal Bureau of Investigation, dated and captioned as above.

[Signature]

[Signature]

Special Agent in Charge

On the 1st day of May, 1955, at the City of New York, New York, I, the undersigned, being duly sworn, depose and say that the following is a true and correct copy of the report of the Special Agent in Charge of the New York Office of the Federal Bureau of Investigation, dated and captioned as above.



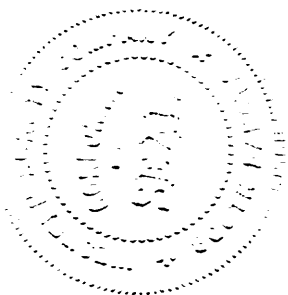
On the 1st day of May, 1955, at the City of New York, New York, I, the undersigned, being duly sworn, depose and say that the following is a true and correct copy of the report of the Special Agent in Charge of the New York Office of the Federal Bureau of Investigation, dated and captioned as above.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



2

REPORT OF THE BOARD OF DIRECTORS OF THE COMPANY

The Board of Directors of the Company has the honor to acknowledge the receipt of the report of the Board of Directors of the Company for the year ending December 31, 1911.

The Board of Directors of the Company has the honor to acknowledge the receipt of the report of the Board of Directors of the Company for the year ending December 31, 1911. The Board of Directors of the Company has the honor to acknowledge the receipt of the report of the Board of Directors of the Company for the year ending December 31, 1911. The Board of Directors of the Company has the honor to acknowledge the receipt of the report of the Board of Directors of the Company for the year ending December 31, 1911.





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Approve Supplemental Agreement No. 2 with Hemphill Construction Co., Inc. for the Longleaf North Infrastructure Improvements project to account for added items and project overruns/underruns increasing the total contract amount to \$3,171,114.08; Authorize the mayor to execute the Supplemental Agreement in duplicate.
File Number: 2022-874
Minute Book #

Summary

Approve Supplemental Agreement No. 2 with Hemphill Construction Co., Inc. for the Longleaf North Infrastructure Improvements project to account for added items and project overruns/underruns increasing the total contract amount to \$3,171,114.08; Authorize the mayor to execute the Supplemental Agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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

**LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 2

CITY OF HATTIESBURG

WHEREAS, We, Hemphill Construction Company, Inc., Contractor and Federal Insurance Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 6th Day of January 2021 for Longleaf North Infrastructure Improvements.

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 construction of the project the field depth of certain lengths of sanitary sewer pipe was greater than the design depth, the following item is necessary in order to properly compensate the contractor:

Item 85	10" SDR 26 PVC Sewer Pipe (14'-16')	L.F.	186	\$128.00	\$23,808.00
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WHEREAS: During the construction of the required sewer rehabilitation unforeseen utility conflicts, geotechnical conditions and unknown field conditions caused changes in the planned quantities of materials for the project.

WHEREAS: The attached Overrun/Underrun statement is included as a part of this agreement and reflects the aforementioned changes to the planned quantities.

Original Contract Amount	\$ 2,730,000.00
Contract Amount Including Previous Change Orders	\$ 2,749,917.58
Subtotal for Supplemental Agreement No. 2	\$ 23,808.00
Project Increase from Overrun/Underrun	\$ 397,388.50
Final Contract Amount	\$ 3,171,114.08

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, Hemphill Construction Company, Inc., Contractor and Federal 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

Hemphill Construction Company, Inc.

Federal Insurance Company

By: *Richard M. [Signature]*

Contractor

By: *MaryAnne Doodi*

Surety

Witness: *Marybeth Harrison*

Witness: *Susan D. Johnston*

City of Hattiesburg

By: _____
Owner

Witness: _____

10

—

100-443886-100

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi—

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

OVERRUNS UNDERRUNS
 PROJECT: Longleaf Heights North Area Infrastructure Improvements
 CONTRACTOR: Hemphill Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	8" SDR 26 PVC Sewer Pipe (0'- 6')	LF	1,380	546		834	\$32.00	\$ -	\$ 26,688.00
Reason:	Cut Bracket Differences Per Surveyed Cut Sheets								
2	8" SDR 26 PVC Sewer Pipe (6'- 8')	LF	3,500	3409		91	\$40.00	\$ -	\$ 3,640.00
Reason:	Cut Bracket Differences Per Surveyed Cut Sheets								
3	8" SDR 26 PVC Sewer Pipe (8'- 10')	LF	2,232	2517	285		\$45.00	\$ 12,825.00	\$ -
Reason:	Cut Bracket Differences Per Surveyed Cut Sheets								
4	8" SDR 26 PVC Sewer Pipe (10'- 12')	LF	1,580	2199	619		\$55.00	\$ 34,045.00	\$ -
Reason:	Cut Bracket Differences Per Surveyed Cut Sheets								
5	8" SDR 26 PVC Sewer Pipe (12'- 14')	LF	320	362	42		\$65.00	\$ 2,730.00	\$ -
Reason:	Cut Bracket Differences Per Surveyed Cut Sheets								
6	8" SDR 26 PVC Sewer Pipe (14'- 16')	LF	14	46	32		\$98.00	\$ 3,136.00	\$ -
Reason:	Cut Bracket Differences Per Surveyed Cut Sheets								
7	10" SDR 26 PVC Sewer Pipe (10'- 12')	LF	172	135		37	\$57.00	\$ -	\$ 2,109.00
Reason:	Cut Bracket Differences Per Surveyed Cut Sheets								
8	10" SDR 26 PVC Sewer Pipe (12'- 14')	LF	276	136		140	\$62.00	\$ -	\$ 8,680.00
Reason:	Cut Bracket Differences Per Surveyed Cut Sheets								
9	10" SDR 26 PVC Sewer Pipe (14'- 16')	LF	387	395	8		\$88.00	\$ 704.00	\$ -
Reason:	Cut Brackets Difference Per Surveyed Cut Sheets								
10	Removal of Existing Sewer Line	LF	5,641	6772	1,131		\$2.00	\$ 2,262.00	\$ -
Reason:	637' Under Total QTY for Removal/Abandon								
11	Abandonment of Existing Sewer Line (All Sizes)	LF	4,727	2959		1,768	\$3.00	\$ -	\$ 5,304.00
Reason:	637' Under Total QTY for Removal/Abandon								
12	Tracer Wire System for Sewer	LS	1	1	0		\$25,300.00	\$ -	\$ -
Reason:	Accurate								
13	48" Precast Concrete Sewer Manhole (0' - 6')	EA	4	3		1	\$3,000.00	\$ -	\$ 3,000.00
Reason:	Correct Qty - Cut Bracket Differences								

OVERRUNS UNDERRUNS

PROJECT: Longleaf Heights North Area Infrastructure Improvements

CONTRACTOR: Hemphill Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
14	48" Precast Concrete Sewer Manhole (6' - 8')	EA	13	11		2	\$3,500.00	\$ -	\$ 7,000.00
Reason:	Correct Qty - Cut Bracket Differences								
15	48" Precast Concrete Sewer Manhole (6' - 10')	EA	5	8	3		\$4,000.00	\$ 12,000.00	\$ -
Reason:	Correct Qty - Cut Bracket Differences								
16	48" Precast Concrete Sewer Manhole (10' - 12')	EA	9	9	0	0	\$4,530.00	\$ -	\$ -
Reason:	Correct Qty - Cut Bracket Differences								
17	48" Precast Concrete Sewer Manhole (12' - 14')	EA	1	1	0	0	\$6,000.00	\$ -	\$ -
Reason:	Correct Qty - Cut Bracket Differences								
18	48" Precast Concrete Sewer Manhole (14' - 16')	EA	1	1	0	0	\$7,000.00	\$ -	\$ -
Reason:	Correct Qty - Cut Bracket Differences								
19	48" Precast Concrete Sewer Manhole (16' - 18')	EA	1	1	0	0	\$8,500.00	\$ -	\$ -
Reason:	Correct Qty - Cut Bracket Differences								
20	Demolition and Removal of Existing Manholes (All Types)	EA	30	30	0	0	\$620.00	\$ -	\$ -
Reason:	Accurate								
21	Abandonment of Existing Manhole	EA	7	7	0	0	\$905.00	\$ -	\$ -
Reason:	Accurate								
22	Drop Manhole Assembly (All Depths)	EA	5	3		2	\$1,920.00	\$ -	\$ 3,840.00
Reason:	Omitted 2 of 5 due to existing utilities outside the MH and invert was within 2' of bottom.								
23	4" Sanitary Sewer Service Cleanout	EA	160	159		1	\$400.00	\$ -	\$ 400.00
Reason:	Minor Change								
24	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,425	1240		185	\$22.00	\$ -	\$ 4,070.00
Reason:	Installed per field locations of existing sewer.								
25	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	4,265	4815	550		\$26.00	\$ 14,300.00	\$ -
Reason:	Installed per field locations of existing sewer.								
26	8"x8"x6" PVC Service Tee	EA	154	154	0	0	\$230.00	\$ -	\$ -
Reason:	Accurate								
27	10"x10"x6" PVC Service Tee	EA	7	8	1		\$380.00	\$ 380.00	\$ -
Reason:	Installed per field locations of existing sewer.								

OVERRUNS UNDERRUNS
 PROJECT: Longleaf Heights North Area Infrastructure Improvements
 CONTRACTOR: Hemphill Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
28	2" & Under 150 PSI PVG Water Pipe for Connections (Open Cut)	LF	30	45	15		\$5.00	\$ 75.00	\$ -
Reason:	Minor Change								
29	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	10	5		5	\$57.00	\$ -	\$ 285.00
Reason:	Minor Change								
30	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	6,196	6402	206		\$34.00	\$ 7,004.00	\$ -
Reason:	Accurate per FM								
31	6" Class 350 Ductile Iron Water Pipe (Bored)	LF	20	0		20	\$73.00	\$ -	\$ 1,460.00
Reason:	Open cut this section due to location exiting WL								
32	8" 200 PSI, DR11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	280	280	0	0	\$81.00	\$ -	\$ -
Reason:	Accurate								
33	Tracer Wire System for Water	LS	1	1	0	0	\$17,890.00	\$ -	\$ -
Reason:	Accurate								
34	Cut and Cap Existing Lines	EA	7	7	0	0	\$615.00	\$ -	\$ -
Reason:	Accurate								
35	Connection: Prop 2" to Exist 2" (Coupling)	EA	2	2	0	0	\$690.00	\$ -	\$ -
Reason:	Accurate								
36	Connection: Prop 2" to Exist 8" (Hot Tap w/ Valve)	EA	2	1		1	\$895.00	\$ -	\$ 895.00
Reason:	Only one necessary was on Gay Ave.								
37	Connection: Prop 6" to Exist 4" (Coupling)	EA	1	1	0	0	\$940.00	\$ -	\$ -
Reason:	Accurate								
38	Connection: Prop 6" to Exist 6" (Coupling)	EA	1	1	0	0	\$985.00	\$ -	\$ -
Reason:	Accurate								
39	Connection: Prop 6" to Exist 6" (6"x6"x6" Tee)	EA	8	1		7	\$1,450.00	\$ -	\$ 10,150.00
Reason:	City could not shut water off so most of the cold connections had to be made with hot taps.								
40	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve)	EA	6	13	7		\$3,550.00	\$ 24,850.00	\$ -
Reason:	City could not shut water off so most of the cold connections had to be made with hot taps.								
41	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee)	EA	2	2	0		\$570.00	\$ -	\$ -
Reason:	Accurate								
42	4" Insert-A-Valve	EA	1	1	0		\$8,200.00	\$ -	\$ -
Reason:	Accurate								

OVERRUNS UNDERRUNS
 PROJECT: Longleaf Heights North Area Infrastructure Improvements
 CONTRACTOR: Hemphill Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
43	6" Gate Valve	EA	13	10		3	\$1,030.00	\$ -	\$ 3,090.00
Reason:	Omitted 3 gate valves that were not necessary for the future control of water system.								
44	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	6	6	0		\$3,710.00	\$ -	\$ -
Reason:	Accurate								
45	Removal of Existing Fire Hydrant	EA	2	2	0		\$630.00	\$ -	\$ -
Reason:	Accurate								
46	Residential Service Tap (All Sizes) (Incl. Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	78	77		1	\$400.00	\$ -	\$ 400.00
Reason:	Accurate (1 extra commercial tap & 1 less residential tap)								
47	Commercial Service Tap (All Sizes) (Incl. Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	16	17	1		\$1,200.00	\$ 1,200.00	\$ -
Reason:	Accurate (1 extra commercial tap & 1 less residential tap)								
48	Residential Service Tubing (Open Cut) (All Sizes)	LF	240	1044	804		\$22.00	\$ 17,688.00	\$ -
Reason:	Installed per field locations of existing meter locations.								
49	Residential Service Tubing (Bored) (All Sizes)	LF	1,470	1461		9	\$11.00	\$ -	\$ 99.00
Reason:	Installed per field locations of existing meter locations.								
50	Commercial Service Tubing (Open Cut) (All Sizes)	LF	60	141	81		\$25.00	\$ 2,025.00	\$ -
Reason:	Installed per field locations of existing meter locations.								
51	Commercial Service Tubing (Bored) (All Sizes)	LF	330	260		70	\$12.00	\$ -	\$ 840.00
Reason:	Installed per field locations of existing meter locations.								
52	Remove and Reset Water Meter	EA	39	52	13		\$500.00	\$ 6,500.00	\$ -
Reason:	Relocated additional water meters per Terry's direction (meters in driveways, etc.)								
53	Crushed Aggregate (Size 810)	Ton	4,940	8012.47	3,072		\$60.00	\$ 184,348.20	\$ -
Reason:	Trenches gave way due to poor soil conditions throughout the project. Trench area had to be backfilled and reconstructed with Select Fill, Crushed Aggregate and Hot Mix Asphalt. Sewer line was also relocated into 7th Street due to utility conflicts outside of roadway. This required reconstruction of the street which was not planned in the design of the project.								
54	Select Fill Material (Class 9_Group C), LVM	CY	18,815	24143	5,528		\$4.00	\$ 22,112.00	\$ -
Reason:	Trenches gave way due to poor soil conditions throughout the project. Trench area had to be backfilled and reconstructed with Select Fill, Crushed Aggregate and Hot Mix Asphalt. Sewer line was also relocated into 7th Street due to utility conflicts outside of roadway. This required reconstruction of the street which was not planned in the design of the project.								
55	Concrete Pavement Repair (All Depths)	SY	490	797.5	308		\$120.00	\$ 36,900.00	\$ -
Reason:	Location of sewer and water services caused driveways to be impacted to a greater degree than planned.								
56	9.5mm Hot Mix Asphalt	Ton	1,000	2758.93	1,759		\$180.00	\$ 315,607.40	\$ -
Reason:	Trenches gave way due to poor soil conditions throughout the project. Trench area had to be backfilled and reconstructed with Select Fill, Crushed Aggregate and Hot Mix Asphalt. Sewer line was also relocated into 7th Street due to utility conflicts outside of roadway. This required reconstruction of the street which was not planned in the design of the project. Decision was made in our meeting during the job to eliminate the majority of the asphalt base repair from the job, and overlay the streets with 2" of surface asphalt in an effort to provide a better product and lower the financial impact to the project.								

OVERRUNS UNDERRUNS
 PROJECT: Longleaf Heights North Area Infrastructure Improvements
 CONTRACTOR: Hamphill Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
57	18mm Hot Mix Asphalt	Ton	1,330	321.19		1,009	\$185.00	\$ -	\$ 186,629.85
Reason:	Trenches gave way due to poor soil conditions throughout the project. Trench area had to be backfilled and reconstructed with Select Fill, Crushed Aggregate and Hot Mix Asphalt. Sewer line was also relocated into 7th Street due to utility conflicts outside of roadway. This required reconstruction of the street which was not planned in the design of the project. Decision was made in our meeting during the job to eliminate the majority of the asphalt base repair from the job, and overlay the streets with 2" of surface asphalt in an effort to provide a better product and lower the financial impact to the project.								
58	Concrete Sidewalk Repair (All Depths)	SY	130	69.1		61	\$90.00	\$ -	\$ 5,481.00
Reason:	Sewer line was relocated into 7th St. due to utility conflicts outside of the roadway. The curb and gutter was able to be salvaged as part of the construction process.								
59	Concrete Curb & Gutter (Match Existing Type)	LF	1,920	1,012		908	\$20.00	\$ -	\$ 18,160.00
Reason:	Sewer line was relocated into 7th St. due to utility conflicts outside of the roadway. The curb and gutter was able to be salvaged as part of the construction process.								
60	Class "B" Concrete, Minor Structures	CY	22	19.81		2	\$1,800.00	\$ -	\$ 3,942.00
Reason:	Did not need full quantity to complete all structural repair								
61	Reinforcing Steel	LBS	600	563		37	\$1.25	\$ -	\$ 46.25
Reason:	Minor Change								
62	Inlet Castings	LBS	1,160	408		752	\$3.75	\$ -	\$ 2,820.00
Reason:	Did not need full quantity to complete all structural repair								
63	10" & Under Corrugated HDPE Pipe (Dual Wall)	LF	10	0		10	\$34.00	\$ -	\$ 340.00
Reason:	Minor Change								
64	12" Corrugated HDPE Pipe (Dual Wall)	LF	84	40		44	\$35.00	\$ -	\$ 1,540.00
Reason:	Construction did not impact existing storm drain as expected.								
65	15" Corrugated HDPE Pipe (Dual Wall)	LF	76	55		21	\$36.00	\$ -	\$ 756.00
Reason:	Construction did not impact existing storm drain as expected.								
66	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	80	0		80	\$75.00	\$ -	\$ 6,000.00
Reason:	Construction did not impact existing storm drain as expected.								
67	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	116	77		39	\$110.00	\$ -	\$ 4,290.00
Reason:	Construction did not impact existing storm drain as expected.								
68	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	88	84		4	\$110.00	\$ -	\$ 440.00
Reason:	Construction did not impact existing storm drain as expected.								
69	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	94	76		18	\$120.00	\$ -	\$ 2,160.00
Reason:	Construction did not impact existing storm drain as expected.								
70	30" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16	16	0		\$132.00	\$ -	\$ -
Reason:	Accurate								

OVERRUNS UNDERRUNS
 PROJECT: Longleaf Heights North Area Infrastructure Improvements
 CONTRACTOR: Hemphill Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
71	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	40	0		40	\$135.00	\$ -	\$ 5,400.00
Reason:	Construction did not impact existing storm drain as expected.								
72	15" Reinforced Concrete Pipe Flared End Section	EA	2	0		2	\$1,250.00	\$ -	\$ 2,500.00
Reason:	Construction did not impact existing storm drain as expected.								
73	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	602	348		254	\$7.00	\$ -	\$ 1,778.00
Reason:	Construction did not impact existing storm drain as expected.								
74	Remove, Salvage and Reset Existing Chain Link Fence	LF	115	60		55	\$19.00	\$ -	\$ 1,045.00
Reason:	Construction did not impact fencing as expected.								
75	6" Yellow Thermoplastic Detail Traffic Stripe	LF	660	6906	6,246		\$2.50	\$ 15,615.00	\$ -
Reason:	Combination of typographical error in proposal and increase in paving due to the impact to streets.								
76	Legend White Thermoplastic Traffic Marking (6" Equivalent)	LF	590	2510	1,920		\$3.00	\$ 5,760.00	\$ -
Reason:	Combination of typographical error in proposal and increase in paving due to the impact to streets.								
77	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	6,100	6020		80	\$5.00	\$ -	\$ 400.00
Reason:	Minor Change								
78	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	SF	720	720	0		\$2.00	\$ -	\$ -
Reason:	Accurate								
79	Clearing and Grubbing	Acre	1	1	0		\$2,677.00	\$ -	\$ -
Reason:	Accurate								
80	Temporary Erosion Control	LS	1	1			\$5,500.00	\$ -	\$ -
Reason:	Accurate								
81	Maintenance of Traffic	LS	1	1			\$41,000.00	\$ -	\$ -
Reason:	Accurate								
82	Mobilization	LS	1	1			\$270,000.00	\$ -	\$ -
Reason:	Accurate								
83	44"x27" Reinforced Concrete Arch Pipe	LF	0	16	16		\$ 444.83	\$ 7,117.28	\$ -
Reason:	Supplemental Agreement #1								
84	L&E For Point Repair on 19th Ave.	LS	0	1	1		\$ 12,800.30	\$ 12,800.30	\$ -
Reason:	Supplemental Agreement #1								

OVERRUNS UNDERRUNS
 PROJECT: Longleaf Heightsw North Area Infrastructure Improvements
 CONTRACTOR: Hemphill Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
85	10" SDR 26 PVC Sewer Pipe (14'- 16')	LF	0	186	186		\$ 128.00	\$ 23,808.00	\$ -
Reason:	Supplemental Agreement #2								

\$ 723,066.60 \$ 325,678.10

PROJECT INCREASE \$ 397,388.50

Original Contract Amount \$ 2,730,000.00

Supplemental Agreement No. 1 \$ 19,917.58

Supplemental Agreement No. 2 \$ 23,808.00

Overrun \$ 397,388.50

Final Contract Amount \$ 3,171,114.08



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Approve Supplemental Agreement No. 3 with Suncoast Infrastructure, Inc. for the Cured in Place Pipe Sewer Project in Various Locations Phase I project to account for project underruns of \$736,707.13, acknowledge receipt of closing documents for project, authorize final payment to contractor, authorize final acceptance of the project, authorize return of Certificate of Deposit held in lieu of retainage and authorize the mayor to execute the Supplemental Agreement.
File Number: 2022-879
Minute Book #

Summary

Approve Supplemental Agreement No. 3 with Suncoast Infrastructure, Inc. for the Cured in Place Pipe Sewer Project in Various Locations Phase I project to account for project underruns of \$736,707.13, acknowledge receipt of closing documents for project, authorize final payment to contractor, authorize final acceptance of the project, and authorize the mayor to execute the Supplemental Agreement.

Recommendation Statement

I recommend approval of this item.

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



Engineering Progress

October 31, 2022

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

Attn: Lamar Rutland, P.E.

Re: Cured In Place Pipe Sewer Repair – Various Locations
City of Hattiesburg

Dear Lamar:

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

Enclosed are the following documents:

1. Pay Estimate No. 21 and Final for the contractor in the amount of \$143,635.25
2. Supplemental Agreement No. 3 and Final; please sign and return 1 copy
3. Contractor's Affidavit of Release of Liens
4. Consent of Surety to final Payment
5. Warranty Letter
6. Request for return of Deposit

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

Sincerely,

A handwritten signature in red ink, appearing to read 'Kyle D. Wallace', written over a blue horizontal line.

Kyle D. Wallace, P.E.
Project Engineer

/sm

Enclosures

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

TO OWNER:

The City of Hattiesburg, MS

OWNER ADDRESS:

Post Office Box 1898
Hattiesburg, MS 39403-1898

PROJECT ADDRESS:

Hattiesburg, MS

ARCHITECT'S PROJECT NUMBER:

NA

CONTRACT FOR: General Construction

CONTRACT DATED: January 22, 2019

PROJECT NAME: Cured In Place Pipe Sewer
Project in Various Locations

STATE OF MISSISSIPPI

COUNTY OF RANKIN

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 asset liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Conditional Release or Waiver of Liens, conditional upon receipt of final payment.

CONTRACTOR:

Suncoast Infrastructure, Inc.

BY: Stephen H. Rula
Authorized Representative

Stephen H. Rula, President
Printed name and title

Subscribed and sworn to before me on this
date: October 28, 2022

Jennifer LaSeter
Notary Public

My Commission Expires: April 29, 2023



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. 8252-40-47

PROJECT: Cured-In-Place Pipe Sewer Repair – Various Locations – Hattiesburg, MS

TO (Owner)
City of Hattiesburg
P O Box 1898
Hattiesburg MS 39403-1898

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: January 22, 2019

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

Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Suncoast Infrastructure, Inc.
P O Box 397
Florence MS 39073

, CONTRACTOR,

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

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

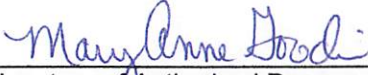
, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 21 day of October, 2022.

FEDERAL INSURANCE COMPANY

Surety Company


Signature of Authorized Representative

Mary Anne Goodin
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©
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ONE PAGE

FORM 15-10-87 (ED. 4-77)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

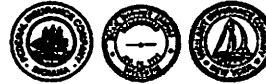
In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316585
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ. this **October 21, 2022**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

STATEMENT OF WARRANTY

TO: The City of Hattiesburg, MS
FROM: Suncoast Infrastructure, Inc.
PROJECT: Cured In Place Pipe Sewer Project in Various Locations

We, the undersigned subcontractor, in compliance with the Contract Documents, hereby warrant and guarantee the work performed by us on the above project, be free of any defective materials and workmanship for a period of twelve (12) months from substantial completion, August 18, 2022, of the total project, or longer if required by the specifications or Contract Documents, and will, during this period of time, repair, replace, or otherwise make good to the full satisfaction of and without any cost to the Owner, Engineer, Architect, and Suncoast Infrastructure, Inc.. any material or work that if faulty.

Suncoast Infrastructure, Inc.

By: [Signature]
Signature

Date: October 28, 2022

STATE OF Mississippi

COUNTY OF Rankin

Subscribed and sworn to before me this 28th day of October, 2022.

Notary Public: [Signature]

My Commission Expires: April 29, 2023

(Seal)





P.O. Box 397
Florence, MS 39073

Phone: 601-420-9682
Fax: 601-420-9300

10/24/2022

City of Hattiesburg, MS
C/O
Shows, Dearman & Waits
301 Second Avenue
Hattiesburg, MS

Attn: Kyle Wallace

Re: CIPP Sewer Repair-Various Locations
Hattiesburg, MS

Dear Sir:

Suncoast is submitting our final pay application. We ask that as you process our final estimate, that you also process any paper work necessary to release our Certificate of Deposit that you are holding as retainage. Please, have the Owner enclose the certificate with our payment for the final estimate when you mail it to us. Your immediate help in closing this project out is greatly appreciated. Please, return the original power of attorney and certificate of deposit. We will return it to the bank. You will not need to take any other action. Thank you.

Sincerely,

SUNCOAST INFRASTRUCTURE, INC.

Stephen H. Rula
President

SR/jl

**CURED IN PLACE PIPE SEWER PROJECT IN VARIOUS LOCATIONS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 3 & FINAL

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, Suncoast Infrastructure, Inc. Contractor and Federal Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 22nd Day of January, 2019 for the Cured In Place Pipe Sewer Project In Various Locations.

WHEREAS: During the course of the project, minor modifications to the construction plans required additional and less materials to adapt to the field conditions. The attached Overrun/Underrun statement identifies final quantities on the project.

Total decrease of original construction contract is (\$736,707.13).

NOW, THEREFORE, We, Suncoast Infrastructure, Inc. Contractor and Federal 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.

Suncoast Infrastructure, Inc.

Federal Insurance Company

By: Stephen H. Rula
Contractor Stephen H. Rula, President

By: Mary Anne Goodin
Surety Mary Anne Goodin, Attorney in Fact

Witness: Mary Beth Harrison
Mary Beth Harrison, Secretary

Witness: Susan G. Johnston
Susan G. Johnston, MS Resident Agent

City of Hattiesburg

By: _____
Owner

Witness: _____

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Site 1 Quinn Street Area									
1	8" CIPP	Lin. Ft.	4647.00	3601.00		1,046	\$ 30.00	\$ -	\$ 31,380.00
Reason:	Actual length changed due to field dimensions.								
2	10" CIPP	Lin. Ft.	200.00	314.00	114		\$ 31.00	\$ 3,534.00	\$ -
Reason:	Actual length changed due to field dimensions.								
3	CIPP Service Lateral	Lin. Ft.	2420.00	2430.00	10		\$ 152.00	\$ 1,520.00	\$ -
Reason:	Actual length changed due to field dimensions.								
4	Remove and Replace Service Lateral	Lin. Ft.	810.00	1204.60	395		\$ 40.00	\$ 15,784.00	\$ -
Reason:	Actual length changed due to field dimensions.								
5	Cleanout Assembly (As Detailed)	Each	33.00	128.00	95		\$ 420.00	\$ 39,900.00	\$ -
Reason:	Actual length changed due to field dimensions.								
6	Point Repair (8' - 30' Depth)	Each	3.00	3.00			\$ 14,660.00	\$ -	\$ -
Reason:	No Change.								
7	Manhole Rehabilitation	Ver. Ft.	271.00	182.50		89	\$ 235.00	\$ -	\$ 20,797.50
Reason:	Actual length changed due to field dimensions.								
8	Concrete Road Repair	S.Y.	183.00	190.62	8		\$ 78.00	\$ 594.36	\$ -
Reason:	Actual area repaired varied from plan quantity.								
9	Asphalt Road Repair	S.Y.	549.00	454.88		94	\$ 82.00	\$ -	\$ 7,717.84
Reason:	Actual area repaired varied from plan quantity.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
10	Maintenance of Traffic	Lump Sum	1.00	1.00			\$ 10,850.00	\$ -	\$ -
Reason:	No Change.								
11	Mobilization	Lump Sum	1.00	1.00			\$ 74,750.00	\$ -	\$ -
Reason:	No Change.								
12	Temporary Erosion Control	Lump Sum	1.00	1.00			\$ 800.00	\$ -	\$ -
Reason:	No Change.								
13	Landscape Restoration	S.F.	4050.00	1250.00		2,800	\$ 0.60	\$ -	\$ 1,680.00
Reason:	Less disturbed area required repair.								
14	CCTV Service Lateral	Lin. Ft.	3230.00	3240.00	10		\$ 10.50	\$ 105.00	\$ -
Reason:	Actual length changed due to field dimensions.								
Site 2 Montague Boulevard									
1	8" CIPP	Lin. Ft.	1938.00	1001.00		937	\$ 30.00	\$ -	\$ 28,110.00
Reason:	Actual length changed due to field dimensions.								
2	10" CIPP	Lin. Ft.	726.00	530.00		196	\$ 31.00	\$ -	\$ 6,076.00
Reason:	Actual length changed due to field dimensions.								
3	CIPP Service Lateral	Lin. Ft.	338.00	216.00		122	\$ 105.00	\$ -	\$ 12,810.00
Reason:	Actual length changed due to field dimensions.								
4	Remove and Replace Service Lateral	Lin. Ft.	113.00	581.00	468		\$ 40.00	\$ 18,720.00	\$ -
Reason:	Actual length changed due to field dimensions.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
5	Cleanout Assembly (As Detailed)	Each	5.00	39.00	34		\$ 420.00	\$ 14,280.00	\$ -
Reason:	Actual length changed due to field dimensions.								
6	Point Repair (8' - 30' Depth)	Each	0.00	0.00			\$ 14,660.00	\$ -	\$ -
Reason:	No Change.								
7	Protruding Tap to be removed (8' - 12' Depth)	Each	1.00	0.00		1	\$ 14,660.00	\$ -	\$ 14,660.00
Reason:	None found.								
8	Manhole Rehabilitation	Ver. Ft.	90.80	64.10		27	\$ 235.00	\$ -	\$ 6,274.50
Reason:	Actual length changed due to field dimensions.								
9	Concrete Road Repair	S.Y.	77.00	28.22		49	\$ 78.00	\$ -	\$ 3,804.84
Reason:	Actual area repaired varied from plan quantity.								
10	Asphalt Road Repair	S.Y.	285.00	185.83		99	\$ 82.00	\$ -	\$ 8,131.94
Reason:	Actual area repaired varied from plan quantity.								
11	Temporary Erosion Control	Lump Sum	1.00	1.00			\$ 800.00	\$ -	\$ -
Reason:	No Change.								
12	Maintenance of Traffic	Lump Sum	1.00	1.00			\$ 10,850.00	\$ -	\$ -
Reason:	No Change.								
13	Mobilization	Lump Sum	1.00	1.00			\$ 14,200.00	\$ -	\$ -
Reason:	No Change.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
14	Landscape Restoration	S.F.	565.00	1445.00	880		\$ 0.60	\$ 528.00	\$ -
Reason:	More disturbed area recquired repair.								
15	CCTV Service Lateral	Lin. Ft.	451.00	260.00		191	\$ 8.50	\$ -	\$ 1,623.50
Reason:	Actual length changed due to field dimensions.								
Site 3 Sharmont Street									
1	8" CIPP	Lin. Ft.	1832.00	1833.00	1		\$ 30.00	\$ 30.00	\$ -
Reason:	Actual length changed due to field dimensions.								
2	CIPP Service Lateral	Lin. Ft.	1090.00	504.00		586	\$ 152.00	\$ -	\$ 89,072.00
Reason:	Actual length changed due to field dimensions.								
3	Remove and Replace Service Lateral	Lin. Ft.	363.00	409.00	46		\$ 40.00	\$ 1,840.00	\$ -
Reason:	Actual length changed due to field dimensions.								
4	Cleanout Assembly (As Detailed)	Each	15.00	40.00	25		\$ 420.00	\$ 10,500.00	\$ -
Reason:	Actual length changed due to field dimensions.								
5	Point Repair (8' - 30' Depth)	Each	0.00	5.00	5		\$ 14,660.00	\$ 73,300.00	\$ -
Reason:	Actual length changed due to field dimensions.								
6	Manhole Rehabilitation	Ver. Ft.	52.90	51.50		1	\$ 235.00	\$ -	\$ 329.00
Reason:	Actual length changed due to field dimensions.								
7	Concrete Road Repair	S.Y.	91.00	55.00		36	\$ 78.00	\$ -	\$ 2,808.00
Reason:	Actual area repaired varied from plan quantity.								
8	Asphalt Road Repair	S.Y.	274.00	0.00		274	\$ 82.00	\$ -	\$ 22,468.00
Reason:	Actual area repaired varied from plan quantity.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
9	Temporary Erosion Control	Lump Sum	1.00	1.00			\$ 800.00	\$ -	\$ -
Reason:	No Change.								
10	Maintenance of Traffic	Lump Sum	1.00	1.00			\$ 14,300.00	\$ -	\$ -
Reason:	No Change.								
11	Mobilization	Lump Sum	1.00	1.00			\$ 14,200.00	\$ -	\$ -
Reason:	No Change.								
12	Landscape Restoration	S.F.	1815.00	4151.00	2,336		\$ 0.60	\$ 1,401.60	\$ -
Reason:	More disturbed area required repair.								
13	CCTV Service Lateral	Lin. Ft.	1453.00	1640.00	187		\$ 10.50	\$ 1,963.50	\$ -
Reason:	Actual length changed due to field dimensions.								
Site 4 S 28th Avenue									
1	8" CIPP	Lin. Ft.	5871.00	5223.00		648	\$ 30.00	\$ -	\$ 19,440.00
Reason:	Actual length changed due to field dimensions.								
2	12" CIPP	Lin. Ft.	2225.00	2038.00		187	\$ 32.00	\$ -	\$ 5,984.00
Reason:	Actual length changed due to field dimensions.								
3	CIPP Service Lateral	Lin. Ft.	675.00	426.10		249	\$ 105.00	\$ -	\$ 26,134.50
Reason:	Actual length changed due to field dimensions.								
4	Remove and Replace Service Lateral	Lin. Ft.	225.00	353.00	128		\$ 40.00	\$ 5,120.00	\$ -
Reason:	Actual length changed due to field dimensions.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
5	Cleanout Assembly (As Detailed)	Each	9.00	18.00	9		\$ 420.00	\$ 3,780.00	\$ -
Reason:	Actual length changed due to field dimensions.								
6	Point Repair (8' - 30' Depth)	Each	10.00	24.00	14		\$ 14,660.00	\$ 205,240.00	\$ -
Reason:	Actual length changed due to field dimensions.								
7	Manhole Rehabilitation	Ver. Ft.	307.00	282.30		25	\$ 235.00	\$ -	\$ 5,804.50
Reason:	Actual length changed due to field dimensions.								
8	Concrete Road Repair	S.Y.	144.00	92.70		51	\$ 78.00	\$ -	\$ 4,001.40
Reason:	Actual area repaired varied from plan quantity.								
9	Asphalt Road Repair	S.Y.	485.00	146.73		338	\$ 82.00	\$ -	\$ 27,738.14
Reason:	Actual area repaired varied from plan quantity.								
10	Temporary Erosion Control	Lump Sum	1.00	1.00			\$ 800.00	\$ -	\$ -
Reason:	No Change.								
11	Maintenance of Traffic	Lump Sum	1.00	1.00			\$ 5,850.00	\$ -	\$ -
Reason:	No Change.								
12	Mobilization	Lump Sum	1.00	1.00			\$ 9,200.00	\$ -	\$ -
Reason:	No Change.								
13	Landscape Restoration	S.F.	1125.00	2105.00	980		\$ 0.60	\$ 588.00	\$ -
Reason:	More disturbed area required repair.								
14	CCTV Service Lateral	Lin. Ft.	900.00	787.00		113	\$ 8.00	\$ -	\$ 904.00
Reason:	Actual length changed due to field dimensions.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Site 5 Hardy Street									
1	CIPP Service Lateral	Lin. Ft.	1388.00	94.00		1,294	\$ 105.00	\$ -	\$ 135,870.00
Reason:	Actual length changed due to field dimensions.								
2	Remove and Replace Service Lateral	Lin. Ft.	463.00	0.00		463	\$ 40.00	\$ -	\$ 18,520.00
Reason:	Actual length changed due to field dimensions.								
3	Cleanout Assembly (As Detailed)	Each	19.00	0.00		19	\$ 420.00	\$ -	\$ 7,980.00
Reason:	Actual length changed due to field dimensions.								
4	Hardy St Road Repair	S.Y.	815.00	99.00		716	\$ 195.00	\$ -	\$ 139,620.00
Reason:	Actual area repaired varied from plan quantity.								
5	Temporary Erosion Control	Lump Sum	1.00	1.00			\$ 800.00	\$ -	\$ -
Reason:	No Change.								
6	Maintenance of Traffic	Lump Sum	1.00	1.00			\$ 30,850.00	\$ -	\$ -
Reason:	No Change.								
7	Mobilization	Lump Sum	1.00	1.00			\$ 17,500.00	\$ -	\$ -
Reason:	No Change.								
8	Landscape Restoration	S.F.	2315.00	0.00		2,315	\$ 0.60	\$ -	\$ 1,389.00
Reason:	Less disturbed area required repair.								
9	CCTV Service Lateral	Lin. Ft.	1851.00	1084.00		767	\$ 8.50	\$ -	\$ 6,519.50
Reason:	Actual length changed due to field dimensions.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
Site 6 Dabbs Street									
1	8" CIPP	Lin. Ft.	767.00	767.00			\$ 30.00	\$ -	\$ -
Reason:	No Change.								
2	12" CIPP	Lin. Ft.	198.00	198.00			\$ 32.00	\$ -	\$ -
Reason:	No Change.								
3	CIPP Service Lateral	Lin. Ft.	132.00	265.00	133		\$ 155.00	\$ 20,615.00	\$ -
Reason:	Actual length changed due to field dimensions.								
4	Remove and Replace Service Lateral	Lin. Ft.	44.00	403.88	360		\$ 40.00	\$ 14,395.20	\$ -
Reason:	Actual length changed due to field dimensions.								
5	Cleanout Assembly (As Detailed)	Each	2.00	0.00		2	\$ 420.00	\$ -	\$ 840.00
Reason:	Actual length changed due to field dimensions.								
6	Manhole Rehabilitation	Ver. Ft.	48.00	34.80		13	\$ 235.00	\$ -	\$ 3,102.00
Reason:	Actual length changed due to field dimensions.								
7	Concrete Road Repair	S.Y.	17.00	25.09	8		\$ 78.00	\$ 631.02	\$ -
Reason:	Actual area repaired varied from plan quantity.								
8	Asphalt Road Repair	S.Y.	50.00	0.00		50	\$ 82.00	\$ -	\$ 4,100.00
Reason:	Actual area repaired varied from plan quantity.								
9	Temporary Erosion Control	Lump Sum	1.00	1.00			\$ 800.00	\$ -	\$ -
Reason:	No Change.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
10	Maintenance of Traffic	Lump Sum	1.00	1.00			\$ 5,850.00	\$ -	\$ -
Reason:	No Change.								
11	Mobilization	Lump Sum	1.00	1.00			\$ 17,500.00	\$ -	\$ -
Reason:	No Change.								
12	Landscape Restoration	S.F.	220.00	0.00		220	\$ 0.60	\$ -	\$ 132.00
Reason:	Less disturbed area required repair.								
13	CCTV Service Lateral	Lin. Ft.	176.00	173.00		3	\$ 10.50	\$ -	\$ 31.50
Reason:	Actual length changed due to field dimensions.								
Site 7 North 38th Avenue									
1	8" CIPP	Lin. Ft.	1814.00	1723.00		91	\$ 30.00	\$ -	\$ 2,730.00
Reason:	Actual length changed due to field dimensions.								
2	10" CIPP	Lin. Ft.	1926.00	2203.00	277		\$ 31.00	\$ 8,587.00	\$ -
Reason:	Actual length changed due to field dimensions.								
3	CIPP Service Lateral	Lin. Ft.	770.00	569.00		201	\$ 105.00	\$ -	\$ 21,105.00
Reason:	Actual length changed due to field dimensions.								
4	Remove and Replace Service Lateral	Lin. Ft.	257.00	159.00		98	\$ 40.00	\$ -	\$ 3,920.00
Reason:	Actual length changed due to field dimensions.								
5	Cleanout Assembly (As Detailed)	Each	11.00	14.00	3		\$ 420.00	\$ 1,260.00	\$ -
Reason:	Actual length changed due to field dimensions.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
6	Manhole Rehabilitation	Ver. Ft.	207.00	202.80		4	\$ 235.00	\$ -	\$ 987.00
Reason:	Actual length changed due to field dimensions.								
7	Concrete Road Repair	S.Y.	68.00	31.00		37	\$ 78.00	\$ -	\$ 2,886.00
Reason:	Actual area repaired varied from plan quantity.								
8	Asphalt Road Repair	S.Y.	203.00	133.80		69	\$ 82.00	\$ -	\$ 5,674.40
Reason:	Actual area repaired varied from plan quantity.								
9	Temporary Erosion Control	Lump Sum	1.00	1.00			\$ 800.00	\$ -	\$ -
Reason:	No Change.								
10	Maintenance of Traffic	Lump Sum	1.00	1.00			\$ 5,850.00	\$ -	\$ -
Reason:	No Change.								
11	Mobilization	Lump Sum	1.00	1.00			\$ 17,500.00	\$ -	\$ -
Reason:	No Change.								
12	Landscape Restoration	S.F.	1285.00	105.00		1,180	\$ 0.60	\$ -	\$ 708.00
Reason:	Less disturbed area required repair.								
13	CCTV Service Lateral	Lin. Ft.	1027.00	979.00		48	\$ 8.50	\$ -	\$ 408.00
Reason:	Actual length changed due to field dimensions.								
	Site 1A - US Highway 49								
1	10" CIPP	Lin. Ft.	1158.00	1160.00	2		\$ 31.00	\$ 62.00	\$ -
Reason:	Actual length changed due to field dimensions.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
2	Manhole Rehabilitation	Ver. Ft.	35.00	51.50	17		\$ 235.00	\$ 3,877.50	\$.
Reason:	Actual length changed due to field dimensions.								
	Site 2A - 11th Avenue								
3	8" CIPP	Lin. Ft.	0.00	0.00			\$ 30.00	\$.	\$.
Reason:	Modified with Supplemental Agreement.								
4	Manhole Rehabilitation	Ver. Ft.	0.00	0.00			\$ 235.00	\$.	\$.
Reason:	Modified with Supplemental Agreement.								
	Site 3A - West Street								
5	10" CIPP	Lin. Ft.	0.00	0.00			\$ 31.00	\$.	\$.
Reason:	Modified with Supplemental Agreement.								
6	Manhole Rehabilitation	Ver. Ft.	0.00	0.00			\$ 235.00	\$.	\$.
Reason:	Modified with Supplemental Agreement.								
	Site 4A - Hall Avenue								
7	8" CIPP	Lin. Ft.	0.00	0.00			\$ 30.00	\$.	\$.
Reason:	Modified with Supplemental Agreement.								
8	Manhole Rehabilitation	Ver. Ft.	0.00	0.00			\$ 235.00	\$.	\$.
Reason:	Modified with Supplemental Agreement.								
	Site 5A - Tipton Street								
9	8" CIPP	Lin. Ft.	0.00	0.00			\$ 30.00	\$.	\$.
Reason:	Modified with Supplemental Agreement.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
10	Manhole Rehabilitation	Ver. Ft.	0.00	0.00			\$ 235.00	\$ -	\$ -
Reason:	Modified with Supplemental Agreement.								
	Site 6A - Tuscan Avenue								
11	8" CIPP	Lin. Ft.	1660.00	1952.00	292		\$ 30.00	\$ 8,760.00	\$ -
Reason:	Actual length changed due to field dimensions.								
12	Manhole Rehabilitation	Ver. Ft.	60.00	32.90		27	\$ 235.00	\$ -	\$ 6,368.50
Reason:	Actual length changed due to field dimensions.								
	Site 7A - S Tipton Avenue & Manning Avenue								
13	18" CIPP	Lin. Ft.	848.00	850.00	2		\$ 95.00	\$ 190.00	\$ -
Reason:	Actual length changed due to field dimensions.								
14	Manhole Rehabilitation	Ver. Ft.	25.00	18.60		6	\$ 235.00	\$ -	\$ 1,504.00
Reason:	Actual length changed due to field dimensions.								
	Miscellaneous Construction Items								
15	Remove and Replace Service Lateral	Lin. Ft.	613.00	109.00		504	\$ 40.00	\$ -	\$ 20,160.00
Reason:	Actual length changed due to field dimensions.								
16	CIPP Service Lateral	Lin. Ft.	1837.00	5.00		1,832	\$ 105.00	\$ -	\$ 192,360.00
Reason:	Actual length changed due to field dimensions.								
17	Cleanout Assembly (As Detailed)	Each	25.00	9.00		16	\$ 420.00	\$ -	\$ 6,720.00
Reason:	Actual length changed due to field dimensions.								
18	Point Repair (8' - 30' Depth)	Each	2.00	3.00	1		\$ 14,660.00	\$ 14,660.00	\$ -
Reason:	Actual length changed due to field dimensions.								

OVERRUNS UNDERRUNS
PROJECT: 11256 CIPP in Various Locations
CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
19	Concrete Road Repair	S.Y.	240.00	3.00		237	\$ 78.00	\$ -	\$ 18,486.00
Reason:	Actual area repaired varied from plan quantity.								
20	Asphalt Road Repair	S.Y.	1500.00	0.00		1,500	\$ 82.00	\$ -	\$ 123,000.00
Reason:	Actual area repaired varied from plan quantity.								
21	Maintenance of Traffic	Lump Sum	1.00	1.00			\$ 5,600.00	\$ -	\$ -
Reason:	No Change.								
22	Mobilization	Lump Sum	1.00	1.00			\$ 14,200.00	\$ -	\$ -
Reason:	No Change.								
23	Temporary Erosion Control	Lump Sum	1.00	1.00			\$ 800.00	\$ -	\$ -
Reason:	No Change.								
24	Landscape Restoration	S.F.	3065.00	394.00		2,671	\$ 0.60	\$ -	\$ 1,602.60
Reason:	Less disturbed area required repair.								
25	CCTV Service Lateral	Lin. Ft.	2450.00	1792.50		658	\$ 8.50	\$ -	\$ 5,588.75
Reason:	Actual length changed due to field dimensions.								
	SA No. 1								
1-15	48" Precast Manhole (0' - 6')	EA	1.00	1.00			\$ 5,900.00	\$ -	\$ -
Reason:	No Change.								
1-16	6" CIPP	LF	858.00	866.00	8		\$ 34.00	\$ 272.00	\$ -
Reason:	Actual length changed due to field dimensions.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1-17	External Reinstatement of Service	EA	0.00	0.00			\$ 3,415.00	\$ -	\$ -
Reason:	No Change.								
2-16	External Reinstatement of Service	EA	0.00	0.00			\$ 3,415.00	\$ -	\$ -
Reason:	No Change.								
3-13	External Reinstatement of Service	EA	0.00	0.00			\$ 3,415.00	\$ -	\$ -
Reason:	No Change.								
4-15	48" Precast Manhole (6'- 8')	EA	1.00	1.00			\$ 7,304.00	\$ -	\$ -
Reason:	No Change.								
4-16	10" CIPP	LF	114.00	114.00			\$ 31.00	\$ -	\$ -
Reason:	No Change.								
4-17	15" CIPP	LF	31.00	31.00			\$ 87.00	\$ -	\$ -
Reason:	No Change.								
4-18	External Reinstatement of Service	EA	0.00	0.00			\$ 3,415.00	\$ -	\$ -
Reason:	No Change.								
5-10	Manhole Rehabilitation	VERT FT	0.00	212.20	212		\$ 235.00	\$ 49,867.00	\$ -
Reason:	Actual length changed due to field dimensions.								
5-11	External Reinstatement of Service	EA	0.00	0.00			\$ 3,415.00	\$ -	\$ -
Reason:	No Change.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
7-14	Point Repair (8' - 30' Depth)	EA	5.00	0.00		5	\$ 14,660.00	\$ -	\$ 73,300.00
Reason:	Actual length changed due to field dimensions.								
7-15	External Reinstatement of Service	EA	0.00	0.00			\$ 3,416.00	\$ -	\$ -
Reason:	No Change.								
AA-1A-26	Point Repair (8' - 30' Depth)	EA	2.00	0.00		2	\$ 14,660.00	\$ -	\$ 29,320.00
Reason:	Actual length changed due to field dimensions.								
AA-1A-27	External Reinstatement of Service	EA	0.00	0.00			\$ 3,416.00	\$ -	\$ -
Reason:	No Change.								
AA-2A-28	CCTV Main Lines	LF	841.30	992.50	151		\$ 3.35	\$ 506.52	\$ -
Reason:	Actual length changed due to field dimensions.								
AA-3A-29	CCTV Main Lines	LF	238.20	238.20			\$ 3.35	\$ -	\$ -
Reason:	No Change.								
AA-4A-30	CCTV Main Lines	LF	415.60	436.40	21		\$ 3.35	\$ 69.68	\$ -
Reason:	Actual length changed due to field dimensions.								
AA-5A-31	CCTV Main Lines	LF	429.30	429.30			\$ 3.35	\$ -	\$ -
Reason:	No Change.								
AA-6A-32	External Reinstatement of Service	EA	0.00	0.00			\$ 3,416.00	\$ -	\$ -
Reason:	No Change.								
AA-7A-33	External Reinstatement of Service	EA	0.00	0.00			\$ 3,416.00	\$ -	\$ -
Reason:	No Change.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
8-1	30" CIPP	LF	245.00	510.00	265		\$ 320.00	\$ 84,800.00	\$ -
Reason:	Actual length changed due to field dimensions.								
8-2	Clean & CCTV 30"	LF	245.00	510.00	265		\$ 18.00	\$ 4,770.00	\$ -
Reason:	Actual length changed due to field dimensions.								
8-3	Bypass	LS	1.00	1.00			\$ 20,100.00	\$ -	\$ -
Reason:	No Change.								
8-4	Railroad Permit	LS	1.00	1.00			\$ 22,000.00	\$ -	\$ -
Reason:	No Change.								
8-5	Mobilization	LS	1.00	1.00			\$ 8,700.00	\$ -	\$ -
Reason:	No Change.								
	SA No. 2								
13-1	6" CIPP	LF	434.00	0.00		434	\$ 45.00	\$ -	\$ 19,530.00
Reason:	None found.								
13-2	8" CIPP	LF	1271.00	717.00		554	\$ 38.00	\$ -	\$ 21,052.00
Reason:	Actual length changed due to field dimensions.								
13-3	15" CIPP	LF	278.00	0.00		278	\$ 87.00	\$ -	\$ 24,186.00
Reason:	None found.								
13-4	CIPP Service Lateral	LF	75.00	0.00		75	\$ 250.00	\$ -	\$ 18,750.00
Reason:	None found.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
13-5	Cleanout Assembly (As Detailed)	EA	7.00	0.00		7	\$ 680.00	\$ -	\$ 4,760.00
Reason:	None found.								
13-6a	Protruding Tap To Be Removed (8' - 30' Depth) (External)	EA	1.00	1.00			\$ 14,660.00	\$ -	\$ -
Reason:	No Change.								
13-6b	Protruding Tap To Be Removed (8' - 30' Depth) (Internal)	EA	6.00	0.00		6	\$ 250.00	\$ -	\$ 1,500.00
Reason:	None found.								
13-7	Manhole Rehabilitation	VF	33.00	63.50	31		\$ 235.00	\$ 7,167.50	\$ -
Reason:	Actual length changed due to field dimensions.								
13-8	CCTV Service Lateral	LF	250.00	8.00		242	\$ 20.00	\$ -	\$ 4,840.00
Reason:	Actual length changed due to field dimensions.								
13-9	Maintenance of Traffic	LS	1.00	1.00			\$ 1,650.00	\$ -	\$ -
Reason:	No Change.								
13-10	Mobilization	LS	1.00	1.00			\$ 10,500.00	\$ -	\$ -
Reason:	No Change.								
15-1	12" CCTV	LF	612.00	626.00	14		\$ 3.35	\$ 46.90	\$ -
Reason:	Actual length changed due to field dimensions.								
15-2	12" CIPP	LF	612.00	626.00	14		\$ 32.00	\$ 448.00	\$ -
Reason:	Actual length changed due to field dimensions.								
15-3	CIPP Service Lateral	LF	180.00	42.00		138	\$ 400.00	\$ -	\$ 55,200.00
Reason:	Actual length changed due to field dimensions.								

OVERRUNS UNDERRUNS
 PROJECT: 11256 CIPP in Various Locations
 CONTRACTOR: Suncoast Infrastructure

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
15-4	Cleanout Assembly (As Detailed)	EA	9.00	0.00		9	\$ 650.00	\$ -	\$ 5,850.00
Reason:	None found.								
15-5a	Protruding Tap To Be Removed (8' - 30' Depth) (External)	EA	1.00	0.00		1	\$ 14,660.00	\$ -	\$ 14,660.00
Reason:	None found.								
15-5b	Protruding Tap To Be Removed (8' - 30' Depth) (Internal)	EA	1.00	0.00		1	\$ 250.00	\$ -	\$ 250.00
Reason:	None found.								
15-6	Manhole Rehabilitation	VF	11.00	18.40	7		\$ 235.00	\$ 1,739.00	\$ -
Reason:	Actual length changed due to field dimensions.								
15-7	CCTV Service Lateral	LF	180.00	82.00		98	\$ 50.00	\$ -	\$ 4,900.00
Reason:	Actual length changed due to field dimensions.								
15-8	Maintenance of Traffic	LS	1.00	1.00			\$ 850.00	\$ -	\$ -
Reason:	No Change.								
15-9	Mobilization	LS	1.00	1.00			\$ 8,500.00	\$ -	\$ -
Reason:	No Change.								

\$ 621,452.78 \$ 1,358,159.91
 PROJECT DECREASE \$ (736,707.13)

Original Contract Amount \$ 3,559,581.00
 Supplemental Agreement No. 1 \$ 196,295.25
 Supplemental Agreement No. 2 \$ 291,918.20
 Underrun \$ (736,707.13)
 Final Contract Amount \$ 3,311,087.32

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-21F

To Customer: CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

Project: S19015- CIPP Sewer Repair-Various
Locations, Hattiesburg, MS

Via Engineer: Shows Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

Application No.: S19015 Pay Ap No.21 **FINAL**

Period From: 11/4/2021

Period To: 6/20/2022

Distribution to:
☐ Owner
☐ Engineer
☐ Contractor
☐

From Contractor: Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Owner: Hattiesburg (City of) MS
P.O. Box 1898
Hattiesburg, MS 39403

External Contract No. N/A

Contract Date: 1/11/2019

Application Date: 6/22/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	-\$248,493.68
3. Contract Sum To Date	\$3,311,087.32
4. Work Completed To Date	\$3,311,087.32
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$3,311,087.32
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$90,000.00
c. Retainage on Work Completed to Date 2.50 %	\$82,777.18
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$82,777.18
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$3,311,087.32
9. Less Previous Certificates For Payments	\$3,167,452.07
10. Current Payment Due	\$143,635.25
11. Balance to Finish, Plus Retainage.	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$488,213.45	\$0.00
Total Approved this Month	\$0.00	\$736,707.13
TOTALS	\$488,213.45	\$736,707.13
Net Changes By Change Order	-\$248,493.68	

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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Suncoast Infrastructure, Inc.

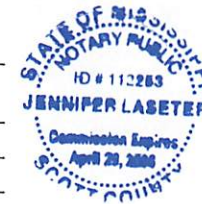
By: John Causey Date: 6/22/2022

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 22nd day of June 2022

Notary Public: Jennifer Laseter

My Commission expires: April 29, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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 **\$ 143,635.25**

(Attach 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.)

ENGINEER:

By: [Signature] Date: 6/27/2022

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 any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : S19015 Pay Ap No.21-F DRAFT
Application Date : 06/22/22
Period From: 11/04/21
Period To: 06/20/22

Invoice # : S19015-21F

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1-1	8" CIPP	LF	3,601.00	\$30.00	\$108,030.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	\$0.00	\$108,030.00	100.00%	\$0.00
1-2	10" CIPP	LF	314.00	\$31.00	\$9,734.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	\$0.00	\$9,734.00	100.00%	\$0.00
1-3	CIPP Service Lateral	LF	2,430.00	\$152.00	\$369,360.00	2,430.00	\$369,360.00	0.00	\$0.00	2,430.00	\$369,360.00	\$0.00	\$369,360.00	100.00%	\$0.00
1-4	Remove and Replace Service Lateral	LF	1,204.60	\$40.00	\$48,184.00	1,204.60	\$48,184.00	0.00	\$0.00	1,204.60	\$48,184.00	\$0.00	\$48,184.00	100.00%	\$0.00
1-5	Cleanout Assembly (As Detailed)	EA	128.00	\$420.00	\$53,760.00	128.00	\$53,760.00	0.00	\$0.00	128.00	\$53,760.00	\$0.00	\$53,760.00	100.00%	\$0.00
1-6	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	100.00%	\$0.00
1-7	Manhole Rehabilitation	VF	182.50	\$235.00	\$42,887.50	182.50	\$42,887.50	0.00	\$0.00	182.50	\$42,887.50	\$0.00	\$42,887.50	100.00%	\$0.00
1-8	Concrete Road Repair	SY	190.62	\$78.00	\$14,868.36	190.62	\$14,868.36	0.00	\$0.00	190.62	\$14,868.36	\$0.00	\$14,868.36	100.00%	\$0.00
1-9	Asphalt Road Repair	SY	454.88	\$82.00	\$37,300.16	454.88	\$37,300.16	0.00	\$0.00	454.88	\$37,300.16	\$0.00	\$37,300.16	100.00%	\$0.00
1-10	Maintenance of Traffic	LS	1.00	\$0.00	\$0.00	1.00	\$0.00	0.00	\$0.00	1.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00
1-11	Mobilization	LS	1.00	\$0.00	\$74,750.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	\$0.00	\$74,750.00	100.00%	\$0.00
1-12	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.25	\$200.00	1.00	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
1-13	Landscape Restoration	SF	1,250.00	\$0.60	\$750.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	\$0.00	\$750.00	100.00%	\$0.00
1-14	CCTV Service Lateral	LF	3,240.00	\$10.50	\$34,020.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	\$0.00	\$34,020.00	100.00%	\$0.00
2-1	8" CIPP	LF	1,001.00	\$30.00	\$30,030.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	\$0.00	\$30,030.00	100.00%	\$0.00
2-2	10" CIPP	LF	530.00	\$31.00	\$16,430.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	\$0.00	\$16,430.00	100.00%	\$0.00
2-3	CIPP Service Lateral	LF	216.00	\$105.00	\$22,680.00	216.00	\$22,680.00	0.00	\$0.00	216.00	\$22,680.00	\$0.00	\$22,680.00	100.00%	\$0.00
2-4	Remove and Replace Service Lateral	LF	581.00	\$40.00	\$23,240.00	581.00	\$23,240.00	0.00	\$0.00	581.00	\$23,240.00	\$0.00	\$23,240.00	100.00%	\$0.00
2-5	Cleanout Assembly (As Detailed)	EA	39.00	\$420.00	\$16,380.00	39.00	\$16,380.00	0.00	\$0.00	39.00	\$16,380.00	\$0.00	\$16,380.00	100.00%	\$0.00
2-6	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-7	Protruding Tap to be removed (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-8	Manhole Rehabilitation	VF	64.10	\$235.00	\$15,063.50	64.60	\$19,881.00	-20.50	\$-4,817.50	64.10	\$15,063.50	\$0.00	\$15,063.50	100.00%	\$0.00
2-9	Concrete Road Repair	SY	28.22	\$78.00	\$2,201.16	28.22	\$2,201.16	0.00	\$0.00	28.22	\$2,201.16	\$0.00	\$2,201.16	100.00%	\$0.00
2-10	Asphalt Road Repair	SY	185.83	\$82.00	\$15,238.06	185.83	\$15,238.06	0.00	\$0.00	185.83	\$15,238.06	\$0.00	\$15,238.06	100.00%	\$0.00
2-11	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.25	\$200.00	1.00	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
2-12	Maintenance of Traffic	LS	1.00	\$0.00	\$10,850.00	0.75	\$8,137.50	0.25	\$2,712.50	1.00	\$10,850.00	\$0.00	\$10,850.00	100.00%	\$0.00
2-13	Mobilization	LS	1.00	\$0.00	\$14,200.00	0.75	\$10,650.00	0.25	\$3,550.00	1.00	\$14,200.00	\$0.00	\$14,200.00	100.00%	\$0.00
2-14	Landscape Restoration	SF	1,445.00	\$0.60	\$867.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	\$0.00	\$867.00	100.00%	\$0.00
2-15	CCTV Service Lateral	LF	260.00	\$8.50	\$2,210.00	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	\$0.00	\$2,210.00	100.00%	\$0.00
3-1	8" CIPP	LF	1,833.00	\$30.00	\$54,990.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	\$0.00	\$54,990.00	100.00%	\$0.00
3-2	CIPP Service Lateral	LF	504.00	\$152.00	\$76,608.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	\$0.00	\$76,608.00	100.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : S19015 Pay Ap No.21-F DRAFT

Application Date : 06/22/22

Period From: 11/04/21

Period To: 06/20/22

External Contract No.:

Invoice # : S19015-21F

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
3-3	Remove and Replace Service Lateral	LF	409.00	\$40.00	\$16,360.00	409.00	\$16,360.00	0.00	\$0.00	409.00	\$16,360.00	\$0.00	\$16,360.00	100.00%	\$0.00
3-4	Cleanout Assembly (As Detailed)	EA	40.00	\$420.00	\$16,800.00	40.00	\$16,800.00	0.00	\$0.00	40.00	\$16,800.00	\$0.00	\$16,800.00	100.00%	\$0.00
3-5	Point Repair (8' - 30' Depth)	EA	5.00	\$14,660.00	\$73,300.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	\$0.00	\$73,300.00	100.00%	\$0.00
3-6	Manhole Rehabilitation	VF	51.50	\$235.00	\$12,102.50	51.50	\$12,102.50	0.00	\$0.00	51.50	\$12,102.50	\$0.00	\$12,102.50	100.00%	\$0.00
3-7	Concrete Road Repair	SY	55.00	\$78.00	\$4,290.00	55.00	\$4,290.00	0.00	\$0.00	55.00	\$4,290.00	\$0.00	\$4,290.00	100.00%	\$0.00
3-8	Asphalt Road Repair	SY	0.00	\$82.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
3-9	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.25	\$200.00	1.00	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
3-10	Maintenance of Traffic	LS	1.00	\$0.00	\$14,300.00	0.75	\$10,725.00	0.25	\$3,575.00	1.00	\$14,300.00	\$0.00	\$14,300.00	100.00%	\$0.00
3-11	Mobilization	LS	1.00	\$0.00	\$14,200.00	0.75	\$10,650.00	0.25	\$3,550.00	1.00	\$14,200.00	\$0.00	\$14,200.00	100.00%	\$0.00
3-12	Landscape Restoration	SF	4,151.00	\$0.60	\$2,490.60	4,151.00	\$2,490.60	0.00	\$0.00	4,151.00	\$2,490.60	\$0.00	\$2,490.60	100.00%	\$0.00
3-13	CCTV Service Lateral	LF	1,640.00	\$10.50	\$17,220.00	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	\$0.00	\$17,220.00	100.00%	\$0.00
4-1	8" CIPP	LF	5,223.00	\$30.00	\$156,690.00	5,223.00	\$156,690.00	0.00	\$0.00	5,223.00	\$156,690.00	\$0.00	\$156,690.00	100.00%	\$0.00
4-2	12" CIPP	LF	2,038.00	\$32.00	\$65,216.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	\$0.00	\$65,216.00	100.00%	\$0.00
4-3	CIPP Service Lateral	LF	426.10	\$105.00	\$44,740.50	426.10	\$44,740.50	0.00	\$0.00	426.10	\$44,740.50	\$0.00	\$44,740.50	100.00%	\$0.00
4-4	Remove and Replace Service Lateral	LF	353.00	\$40.00	\$14,120.00	353.00	\$14,120.00	0.00	\$0.00	353.00	\$14,120.00	\$0.00	\$14,120.00	100.00%	\$0.00
4-5	Cleanout Assembly (As Detailed)	EA	18.00	\$420.00	\$7,560.00	18.00	\$7,560.00	0.00	\$0.00	18.00	\$7,560.00	\$0.00	\$7,560.00	100.00%	\$0.00
4-6	Point Repair (8' - 30' Depth)	EA	24.00	\$14,660.00	\$351,840.00	24.00	\$351,840.00	0.00	\$0.00	24.00	\$351,840.00	\$0.00	\$351,840.00	100.00%	\$0.00
4-7	Manhole Rehabilitation	VF	282.30	\$235.00	\$66,340.50	282.30	\$66,340.50	0.00	\$0.00	282.30	\$66,340.50	\$0.00	\$66,340.50	100.00%	\$0.00
4-8	Concrete Road Repair	SY	92.70	\$78.00	\$7,230.60	92.70	\$7,230.60	0.00	\$0.00	92.70	\$7,230.60	\$0.00	\$7,230.60	100.00%	\$0.00
4-9	Asphalt Road Repair	SY	146.73	\$82.00	\$12,031.86	146.73	\$12,031.86	0.00	\$0.00	146.73	\$12,031.86	\$0.00	\$12,031.86	100.00%	\$0.00
4-10	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.25	\$200.00	1.00	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
4-11	Maintenance of Traffic	LS	1.00	\$0.00	\$5,850.00	0.75	\$4,387.50	0.25	\$1,462.50	1.00	\$5,850.00	\$0.00	\$5,850.00	100.00%	\$0.00
4-12	Mobilization	LS	1.00	\$0.00	\$9,200.00	0.75	\$6,900.00	0.25	\$2,300.00	1.00	\$9,200.00	\$0.00	\$9,200.00	100.00%	\$0.00
4-13	Landscape Restoration	SF	2,105.00	\$0.60	\$1,263.00	2,105.00	\$1,263.00	0.00	\$0.00	2,105.00	\$1,263.00	\$0.00	\$1,263.00	100.00%	\$0.00
4-14	CCTV Service Lateral	LF	787.00	\$8.00	\$6,296.00	787.00	\$6,296.00	0.00	\$0.00	787.00	\$6,296.00	\$0.00	\$6,296.00	100.00%	\$0.00
5-1	CIPP Service Lateral	LF	94.00	\$105.00	\$9,870.00	94.00	\$9,870.00	0.00	\$0.00	94.00	\$9,870.00	\$0.00	\$9,870.00	100.00%	\$0.00
5-2	Remove and Replace Service Lateral	LF	0.00	\$40.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
5-3	Cleanout Assembly (As Detailed)	EA	0.00	\$420.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
5-4	Hardy St Road Repair	SY	99.00	\$195.00	\$19,305.00	99.00	\$19,305.00	0.00	\$0.00	99.00	\$19,305.00	\$0.00	\$19,305.00	100.00%	\$0.00
5-5	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.25	\$200.00	1.00	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
5-6	Maintenance of Traffic	LS	1.00	\$0.00	\$30,850.00	0.75	\$23,137.50	0.25	\$7,712.50	1.00	\$30,850.00	\$0.00	\$30,850.00	100.00%	\$0.00
5-7	Mobilization	LS	1.00	\$0.00	\$17,500.00	0.75	\$13,125.00	0.25	\$4,375.00	1.00	\$17,500.00	\$0.00	\$17,500.00	100.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : S19015 Pay Ap No.21-F DRAFT

Application Date : 06/22/22

Period From: 11/04/21

Period To: 06/20/22

External Contract No.:

Invoice # : S19015-21F

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	0.00	\$0.60	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
5-9	CCTV Service Lateral	LF	1,084.00	\$8.50	\$9,214.00	1,084.00	\$9,214.00	0.00	\$0.00	1,084.00	\$9,214.00	\$0.00	\$9,214.00	100.00%	\$0.00
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	265.00	\$155.00	\$41,075.00	265.00	\$41,075.00	0.00	\$0.00	265.00	\$41,075.00	\$0.00	\$41,075.00	100.00%	\$0.00
6-4	Remove and Replace Service Lateral	LF	403.88	\$40.00	\$16,155.20	403.88	\$16,155.20	0.00	\$0.00	403.88	\$16,155.20	\$0.00	\$16,155.20	100.00%	\$0.00
6-5	Cleanout Assembly (As Detailed)	EA	0.00	\$420.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
6-6	Manhole Rehabilitation	VF	34.80	\$235.00	\$8,178.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	100.00%	\$0.00
6-7	Concrete Road Repair	SY	25.09	\$78.00	\$1,957.02	25.09	\$1,957.02	0.00	\$0.00	25.09	\$1,957.02	\$0.00	\$1,957.02	100.00%	\$0.00
6-8	Asphalt Road Repair	SY	0.00	\$82.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
6-9	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.00	\$0.00	1.00	\$800.00	1.00	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
6-10	Maintenance of Traffic	LS	1.00	\$0.00	\$5,850.00	0.50	\$2,925.00	0.50	\$2,925.00	1.00	\$5,850.00	\$0.00	\$5,850.00	100.00%	\$0.00
6-11	Mobilization	LS	1.00	\$0.00	\$17,500.00	0.50	\$8,750.00	0.50	\$8,750.00	1.00	\$17,500.00	\$0.00	\$17,500.00	100.00%	\$0.00
6-12	Landscape Restoration	SF	0.00	\$0.60	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
6-13	CCTV Service Lateral	LF	173.00	\$10.50	\$1,816.50	173.00	\$1,816.50	0.00	\$0.00	173.00	\$1,816.50	\$0.00	\$1,816.50	100.00%	\$0.00
7-1	8" CIPP	LF	1,723.00	\$30.00	\$51,690.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	100.00%	\$0.00
7-2	10" CIPP	LF	2,203.00	\$31.00	\$68,293.00	2,203.00	\$68,293.00	0.00	\$0.00	2,203.00	\$68,293.00	\$0.00	\$68,293.00	100.00%	\$0.00
7-3	CIPP Service Lateral	LF	569.00	\$105.00	\$59,745.00	569.00	\$59,745.00	0.00	\$0.00	569.00	\$59,745.00	\$0.00	\$59,745.00	100.00%	\$0.00
7-4	Remove and Replace Service Lateral	LF	159.00	\$40.00	\$6,360.00	159.00	\$6,360.00	0.00	\$0.00	159.00	\$6,360.00	\$0.00	\$6,360.00	100.00%	\$0.00
7-5	Cleanout Assembly (As Detailed)	EA	14.00	\$420.00	\$5,880.00	14.00	\$5,880.00	0.00	\$0.00	14.00	\$5,880.00	\$0.00	\$5,880.00	100.00%	\$0.00
7-6	Manhole Rehabilitation	VF	202.80	\$235.00	\$47,658.00	132.50	\$31,137.50	70.30	\$16,520.50	202.80	\$47,658.00	\$0.00	\$47,658.00	100.00%	\$0.00
7-7	Concrete Road Repair	SY	31.00	\$78.00	\$2,418.00	31.00	\$2,418.00	0.00	\$0.00	31.00	\$2,418.00	\$0.00	\$2,418.00	100.00%	\$0.00
7-8	Asphalt Road Repair	SY	133.80	\$82.00	\$10,971.60	133.80	\$10,971.60	0.00	\$0.00	133.80	\$10,971.60	\$0.00	\$10,971.60	100.00%	\$0.00
7-9	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.25	\$200.00	1.00	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
7-10	Maintenance of Traffic	LS	1.00	\$0.00	\$5,850.00	0.75	\$4,387.50	0.25	\$1,462.50	1.00	\$5,850.00	\$0.00	\$5,850.00	100.00%	\$0.00
7-11	Mobilization	LS	1.00	\$0.00	\$17,500.00	0.75	\$13,125.00	0.25	\$4,375.00	1.00	\$17,500.00	\$0.00	\$17,500.00	100.00%	\$0.00
7-12	Landscape Restoration	SF	105.00	\$0.60	\$63.00	105.00	\$63.00	0.00	\$0.00	105.00	\$63.00	\$0.00	\$63.00	100.00%	\$0.00
7-13	CCTV Service Lateral	LF	979.00	\$8.50	\$8,321.50	979.00	\$8,321.50	0.00	\$0.00	979.00	\$8,321.50	\$0.00	\$8,321.50	100.00%	\$0.00
AA1-1	10" CIPP (1A)	LF	1,160.00	\$31.00	\$35,960.00	682.00	\$21,142.00	478.00	\$14,818.00	1,160.00	\$35,960.00	\$0.00	\$35,960.00	100.00%	\$0.00
AA1-2	Manhole Rehabilitation (1A)	VF	51.50	\$235.00	\$12,102.50	9.30	\$2,185.50	42.20	\$9,917.00	51.50	\$12,102.50	\$0.00	\$12,102.50	100.00%	\$0.00
AA1-3	8" CIPP (2A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-4	Manhole Rehabilitation (2A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : S19015 Pay Ap No.21-F DRAFT

Application Date : 06/22/22

Period From: 11/04/21

Period To: 06/20/22

External Contract No.:

Invoice # : S19015-21F

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
AA1-5	10" CIPP (3A)	LF	0.00	\$31.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-6	Manhole Rehabilitation (3A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-7	8" CIPP (4A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-8	Manhole Rehabilitation (4A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-9	8" CIPP (5A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-10	Manhole Rehabilitation (5A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-11	8" CIPP (6A)	LF	1,952.00	\$30.00	\$58,560.00	1,952.00	\$58,560.00	0.00	\$0.00	1,952.00	\$58,560.00	\$0.00	\$58,560.00	100.00%	\$0.00
AA1-12	Manhole Rehabilitation (6A)	VF	32.90	\$235.00	\$7,731.50	32.90	\$7,731.50	0.00	\$0.00	32.90	\$7,731.50	\$0.00	\$7,731.50	100.00%	\$0.00
AA1-13	18" CIPP (7A)	LF	850.00	\$95.00	\$80,750.00	850.00	\$80,750.00	0.00	\$0.00	850.00	\$80,750.00	\$0.00	\$80,750.00	100.00%	\$0.00
AA1-14	Manhole Rehabilitation (7A)	VF	18.60	\$235.00	\$4,371.00	18.60	\$4,371.00	0.00	\$0.00	18.60	\$4,371.00	\$0.00	\$4,371.00	100.00%	\$0.00
AA1-15	Remove and Replace Service Lateral	LF	109.00	\$40.00	\$4,360.00	109.00	\$4,360.00	0.00	\$0.00	109.00	\$4,360.00	\$0.00	\$4,360.00	100.00%	\$0.00
AA1-16	CIPP Service Lateral	LF	5.00	\$105.00	\$525.00	0.00	\$0.00	5.00	\$525.00	5.00	\$525.00	\$0.00	\$525.00	100.00%	\$0.00
AA1-17	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	9.00	\$3,780.00	0.00	\$0.00	9.00	\$3,780.00	\$0.00	\$3,780.00	100.00%	\$0.00
AA1-18	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	100.00%	\$0.00
AA1-19	Concrete Road Repair	SY	3.00	\$78.00	\$234.00	3.00	\$234.00	0.00	\$0.00	3.00	\$234.00	\$0.00	\$234.00	100.00%	\$0.00
AA1-20	Asphalt Road Repair	SY	0.00	\$82.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-21	Maintenance of Traffic	LS	1.00	\$0.00	\$5,600.00	0.75	\$4,200.00	0.25	\$1,400.00	1.00	\$5,600.00	\$0.00	\$5,600.00	100.00%	\$0.00
AA1-22	Mobilization	LS	1.00	\$0.00	\$14,200.00	0.75	\$10,650.00	0.25	\$3,550.00	1.00	\$14,200.00	\$0.00	\$14,200.00	100.00%	\$0.00
AA1-23	Temporary Erosion Control	LS	1.00	\$0.00	\$800.00	0.75	\$600.00	0.25	\$200.00	1.00	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
AA1-24	Landscape Restoration	SF	394.00	\$0.60	\$236.40	394.00	\$236.40	0.00	\$0.00	394.00	\$236.40	\$0.00	\$236.40	100.00%	\$0.00
AA1-25	CCTV Service Lateral	LF	1,792.50	\$8.50	\$15,236.25	1,444.00	\$12,274.00	348.50	\$2,962.25	1,792.50	\$15,236.25	\$0.00	\$15,236.25	100.00%	\$0.00
1-15	48-in Precast Manhole (0'-6") (Site 1)	EA	1.00	\$5,900.00	\$5,900.00	1.00	\$5,900.00	0.00	\$0.00	1.00	\$5,900.00	\$0.00	\$5,900.00	100.00%	\$0.00
1-16	6-in CIPP (Site 1)	LF	866.00	\$34.00	\$29,444.00	866.00	\$29,444.00	0.00	\$0.00	866.00	\$29,444.00	\$0.00	\$29,444.00	100.00%	\$0.00
1-17	External Reinstatement of Service (Site 1)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-16	External Reinstatement of Service (Site 2)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
3-13A	External Reinstatement of Service (Site 3)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4-15	48-in Precast Manhole (6'-8") (Site 4)	EA	1.00	\$7,304.00	\$7,304.00	1.00	\$7,304.00	0.00	\$0.00	1.00	\$7,304.00	\$0.00	\$7,304.00	100.00%	\$0.00
4-16	10-in CIPP (Site 4)	LF	114.00	\$31.00	\$3,534.00	114.00	\$3,534.00	0.00	\$0.00	114.00	\$3,534.00	\$0.00	\$3,534.00	100.00%	\$0.00
4-17	15-in CIPP (Site 4)	LF	31.00	\$87.00	\$2,697.00	0.00	\$0.00	31.00	\$2,697.00	31.00	\$2,697.00	\$0.00	\$2,697.00	100.00%	\$0.00
4-18	External Reinstatement of Service (Site 4)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : S19015 Pay Ap No.21-F DRAFT

Application Date : 08/22/22

Period From: 11/04/21

Period To: 06/20/22

External Contract No.:

Invoice # : S19015-21F

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-10	Manhole Rehabilitation (Site 5)	VF	212.20	\$235.00	\$49,867.00	201.10	\$47,258.50	11.10	\$2,608.50	212.20	\$49,867.00	\$0.00	\$49,867.00	100.00%	\$0.00
5-11	External Reinstatement of Service (Site 5)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7-14	Point Repair (8-ft ÷ 30-ft Depth) (Site 7)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7-15	External Reinstatement of Service (Site 7)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-26	Point Repair (8-ft ÷ 30-ft Depth) (Site 1A)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-27	External Reinstatement of Service (Site 1A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-28	CCTV Mains (Site 2A)	LF	992.50	\$3.35	\$3,324.88	992.50	\$3,324.88	0.00	\$0.00	992.50	\$3,324.88	\$0.00	\$3,324.88	100.00%	\$0.00
AA1-29	CCTV Mains (Site 3A)	LF	238.20	\$3.35	\$797.97	238.20	\$797.97	0.00	\$0.00	238.20	\$797.97	\$0.00	\$797.97	100.00%	\$0.00
AA1-30	CCTV Mains (Site 4A)	LF	436.40	\$3.35	\$1,461.94	436.40	\$1,461.94	0.00	\$0.00	436.40	\$1,461.94	\$0.00	\$1,461.94	100.00%	\$0.00
AA1-31	CCTV Mains (Site 5A)	LF	429.30	\$3.35	\$1,438.16	429.30	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	\$0.00	\$1,438.16	100.00%	\$0.00
AA1-32	External Reinstatement of Service (Site 6A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-33	External Reinstatement of Service (Site 7A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
8-1	30-in CIPP	LF	510.00	\$320.00	\$163,200.00	510.00	\$163,200.00	0.00	\$0.00	510.00	\$163,200.00	\$0.00	\$163,200.00	100.00%	\$0.00
8-2	Clean and CCTV 30-in	LF	510.00	\$18.00	\$9,180.00	510.00	\$9,180.00	0.00	\$0.00	510.00	\$9,180.00	\$0.00	\$9,180.00	100.00%	\$0.00
8-3	Bypass (RR)	LS	1.00	\$0.00	\$20,100.00	1.00	\$20,100.00	0.00	\$0.00	1.00	\$20,100.00	\$0.00	\$20,100.00	100.00%	\$0.00
8-4	Railroad Permit	LS	1.00	\$0.00	\$22,000.00	1.00	\$22,000.00	0.00	\$0.00	1.00	\$22,000.00	\$0.00	\$22,000.00	100.00%	\$0.00
8-5	Mobilization (RR)	LS	1.00	\$0.00	\$8,700.00	1.00	\$8,700.00	0.00	\$0.00	1.00	\$8,700.00	\$0.00	\$8,700.00	100.00%	\$0.00
13-1	6-in CIPP	LF	0.00	\$45.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
13-2	8-in CIPP	LF	717.00	\$38.00	\$27,246.00	721.00	\$27,398.00	-4.00	\$-152.00	717.00	\$27,246.00	\$0.00	\$27,246.00	100.00%	\$0.00
13-3	15-in CIPP	LF	0.00	\$87.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
13-4	CIPP Service Lateral	LF	0.00	\$250.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
13-5	Cleanout Assembly (As Detailed)	EA	0.00	\$680.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
13-6a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	1.00	\$14,660.00	1.00	\$14,660.00	\$0.00	\$14,660.00	100.00%	\$0.00
13-6b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	0.00	\$250.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
13-7	Manhole Rehabilitation	VF	63.50	\$235.00	\$14,922.50	0.00	\$0.00	63.50	\$14,922.50	63.50	\$14,922.50	\$0.00	\$14,922.50	100.00%	\$0.00
13-8	CCTV Service Lateral	LF	8.00	\$20.00	\$160.00	8.00	\$160.00	0.00	\$0.00	8.00	\$160.00	\$0.00	\$160.00	100.00%	\$0.00
13-9	Maintenance of Traffic	LS	1.00	\$0.00	\$1,650.00	0.50	\$825.00	0.50	\$825.00	1.00	\$1,650.00	\$0.00	\$1,650.00	100.00%	\$0.00
13-10	Mobilization	LS	1.00	\$0.00	\$10,500.00	0.50	\$5,250.00	0.50	\$5,250.00	1.00	\$10,500.00	\$0.00	\$10,500.00	100.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : S19015 Pay Ap No.21-F DRAFT

Application Date : 06/22/22

Period From: 11/04/21

Period To: 06/20/22

External Contract No.:

Invoice # : S19015-21F

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
15-1	12-in CCTV	LF	626.00	\$3.35	\$2,097.10	626.00	\$2,097.10	0.00	\$0.00	626.00	\$2,097.10	\$0.00	\$2,097.10	100.00%	\$0.00
15-2	12-in CIPP	LF	626.00	\$32.00	\$20,032.00	626.00	\$20,032.00	0.00	\$0.00	626.00	\$20,032.00	\$0.00	\$20,032.00	100.00%	\$0.00
15-3	CIPP Service Lateral	LF	42.00	\$400.00	\$16,800.00	42.00	\$16,800.00	0.00	\$0.00	42.00	\$16,800.00	\$0.00	\$16,800.00	100.00%	\$0.00
15-4	Cleanout Assembly (As Detailed)	EA	0.00	\$650.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
15-5a	Protruding Tap to be removed (8/E - 30/E Depth) (External)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
15-5b	Protruding Tap to be removed (8/E - 30/E Depth) (Internal)	EA	0.00	\$250.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
15-6	Manhole Rehabilitation	VF	18.40	\$235.00	\$4,324.00	0.00	\$0.00	18.40	\$4,324.00	18.40	\$4,324.00	\$0.00	\$4,324.00	100.00%	\$0.00
15-7	CCTV Service Lateral	LF	82.00	\$50.00	\$4,100.00	82.00	\$4,100.00	0.00	\$0.00	82.00	\$4,100.00	\$0.00	\$4,100.00	100.00%	\$0.00
15-8	Maintenance of Traffic	LS	1.00	\$0.00	\$850.00	0.50	\$425.00	0.50	\$425.00	1.00	\$850.00	\$0.00	\$850.00	100.00%	\$0.00
15-9	Mobilization	LS	1.00	\$0.00	\$8,500.00	0.50	\$4,250.00	0.50	\$4,250.00	1.00	\$8,500.00	\$0.00	\$8,500.00	100.00%	\$0.00
Grand Totals					\$3,311,087.32		\$3,167,452.07		\$143,635.25		\$3,311,087.32	\$0.00	\$3,311,087.32	100.00%	\$0.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Approve Supplemental Agreement No. 3 with Walters Construction Company, Inc. for the Lamar Boulevard Reconstruction Project to add Roadway Lighting to the contract for an increase of \$176,855.17 to the contract amount and authorize the mayor to execute the agreement in duplicate.
File Number: 2022-880
Minute Book #

Summary

Approve Supplemental Agreement No. 3 with Walters Construction Company, Inc. for the Lamar Boulevard Reconstruction Project to add Roadway Lighting to the contract for an increase of \$176,855.17 to the contract amount and authorize the mayor to execute the agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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

**LAMAR BOULEVARD RECONSTRUCTION
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 2

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 improve the quality and the life of the project.

WHEREAS: During the construction of the electrical items the Owner determined it feasible to light the roadway along the boulevard section of Lamar Boulevard.

WHEREAS: The aforementioned lighting will increase public safety and could be done in a financially efficient manner.

WHEREAS: The aforementioned addition of lighting requires that certain items be added to the original contract. The following pay items based on the attached Request for Change No. 3 are hereby added to the contract documents:

Item SA2-1	Roadway Lighting (Light Fixtures, Poles, Bases and other appurtenances)	L.S.	1	\$176,855.17.00	\$176,855.17
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WHEREAS: The aforementioned roadway lighting required the Contractor to utilize construction time to complete the required work. These items also require significant lead times in manufacturing and delivery. Therefore, **two hundred twenty (220) days** shall be hereby added to the contract time.

WHEREAS: The contractor encountered various encumbrances throughout the course of the project such as a shortage of labor due to COVID-19, supply chain shortages for required and critical materials on the project and above average rainfall as seen in the attached request for additional time.

WHEREAS: These encumbrances caused the contractor to utilize more construction time than allowed by the contract it is recommended that the following days be approved in accordance with the aforementioned request for time.

- Rain/unworkable site conditions (although not typically allowed by added to the contract, the following days were found to be outside normal contract conditions) – **34 Days**
- Delays due to concrete supply to the project – **42 days**

- Delay in getting approval to proceed with lighting change order request – **28 days**
- Delay in getting approval on lighting submittals – **21 days**

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.

The Gray Insurance Company

By: [Signature]
Contractor

By: [Signature]
Surety

Witness: [Signature]

Witness: [Signature]



City of Hattiesburg

By: _____
Owner

Witness: _____

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA1400220 Principal: Walters Construction Company, Inc.

Project: City of Hattiesburg - Lamar Boulevard Construction

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Ford Mosby, George Bailey Menetre, David W. Carlisle, Michael Addison, James Riley Winchester, Amy W. Smith, Delores W. Nokes, Mark Markow, Blake J. Martinez, and Fielden Mitts of Jackson, Mississippi jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life



Walters Construction Co., Inc.

SITE WORK & ASPHALT PAVING

2051 Highway 84 East - Laurel, MS 39443

Phone 601-428-5515 - Fax 601-425-5334

chris@waltersconstructionco.com

REQUEST FOR CHANGE #3

To: **Shea McNease, PE**
Show, Dearman & Waits, Inc.
Hattiesburg, MS

Fax:
Phone:

Job: **Lamar Boulevard Reconstruction**
Hattiesburg, MS

Date: August 13, 2022

Chris Carmical
Estimator/Project Manager

Item	Description	Est. Quantity	Unit	Unit Price	Total Price
1	New Lighting for Lamar Blvd.				
	additional mob & mainatenance of traffic	1.00	LS	\$1,500.00	\$1,500.00
	new lighting per attached RFC from Chain Electric (Option 2A)	1.00	LS	\$115,500.00	\$115,500.00
	adder for painting aluminum poles standard color (per attachment)	1.00	LS	\$11,220.00	\$11,220.00
	**see attached for delivery and work schedule for new work				

RFC Subtotal	\$128,220.00
3.50% Tax	\$6,189.93
1.50% Insurance	\$2,652.83
1.00% Bond	\$1,768.55
6.50% Overhead	\$11,495.59
15.00% Profit	\$26,528.28
	\$176,855.17

Acceptance of Proposal- The above prices, specifications and proposal conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Chris Carmical
Authorized Signature

Date of Acceptance: _____

Acceptance Signature



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

May 6, 2022

Walters Construction Co., Inc.
2051 Hwy 84 East
Laurel, MS 39443
Attn: Chris Carmical

Re: Lamar Boulevard Reconstruction Project – City of Hattiesburg – Electrical Change Order #1

Please accept this as our Request for Change Order to provide and install one of the following alternative options for replacing power pedestals shown on original project drawings for the Lamar Boulevard Reconstruction Project for the City of Hattiesburg.

Option #1A

Install (26) 12"W x 18"L x 18"D composite concrete in-ground pull boxes over existing conduit sub-ups for terminating and fusing, and install (12) 20Amp W/P GFI receptacles and covers mounted on 4"x4"x18" high treated post adjacent to pull boxes.

TOTAL AMOUNT \$ 30,900.00

Option #1B

Install (26) 12"W x 20"L x 12"D green PVC in-ground pull boxes over existing conduit sub-ups for terminating and fusing, and install (12) 20Amp W/P GFI receptacles and covers mounted on 4"x4"x18" high treated post adjacent to pull boxes.

TOTAL AMOUNT \$ 21,600.00

Option #2A

Install (24) double arm aluminum poles with (2) LED light fixtures and (1) 20Amp W/P GFI receptacle and cover, per each pole, over existing conduit stub-ups with terminations and fusing installed in pole bases, and install (2) in-ground composite concrete pull boxes over existing conduit stub-ups on extreme north and south ends of center island for future access as indicated on original drawings.

TOTAL AMOUNT \$ 115,500.00

Option #2B

Install (26) 12"W x 20"L x 12"D green PVC in-ground pull boxes over existing conduit stub-ups for terminating and fusing, and install (24) double arm aluminum poles with (2) LED light fixtures and (1) 20Amp W/P GFI receptacle and cover, per each pole.

TOTAL AMOUNT \$ 128,280.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Approve Lighting Agreement with Mississippi Power for lighting changes near 1103 Arledge Street for a monthly savings of \$8.66; Authorize the mayor to execute agreement in duplicate.
File Number: 2022-867
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power for lighting changes near 1103 Arledge Street for a monthly savings of \$8.66; Authorize the mayor to execute agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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

DATE: 11/9/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

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

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

COBRA HEAD FIXTURES

100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	Monthly Savings \$8.66

LED FIXTURES

90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

50WLED	I- 1	1103 Arledge Street
_____	_____	_____
_____	_____	_____

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

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

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 22, 2022

Re: Approve Lighting Agreement with Mississippi Power for lighting changes on West St. from 5th St. to 4th St., and along West 5th St. from Phillips St. to Main St. for a monthly cost increase of \$76.07; Authorize the mayor to execute agreement in duplicate.
File Number: 2022-868
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power for lighting changes on West St. from 5th St. to 4th St., and along West 5th St. from Phillips St. to Main St. for a monthly cost increase of \$76.07; Authorize the mayor to execute agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

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

DATE: 11/8/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

Gulfport, MS 39502 or Email: (G2MPCLSV@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R - 3</u>	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
		<u>Monthly Increase \$76.07</u>
LED FIXTURES		
90 WATT LED	<u>I - 4</u>	<u>West St from 5th St to 4th St</u>
110 WATT LED	_____	<u>W 5th St from Phillips to Main St</u>
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
50WLED	<u>I - 7</u>	_____
_____	_____	_____
_____	_____	_____

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

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

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 22, 2022

Re: Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.
File Number: 2022-870
Minute Book #

Summary

Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

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



URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 22nd day of November, 2022 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Denise Garrett of 110 Southview Drive, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **110 Southview Drive** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **110 Southview Drive, Hattiesburg, Mississippi**, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

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

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

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand five hundred fifty-two dollars (\$14,552.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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



cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

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

6. TERMINATION BY THE OWNER

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

7. PAYMENTS/DRAWS

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

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

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

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



8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to **110 Southview Drive** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2022.

Denise Garrett	_____	Homeowner	_____
	Date		Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: November 8, 2022

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

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

By my signature below I, **Denise Garrett of 110 Southview Drive**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2022.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Denise Garrett of 110 Southview Drive**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **110 Southview Drive**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: November 22, 2022

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 22, 2022

Re: Approve Memorandum of Agreement/Data Use Agreement between the City of Hattiesburg and the Mississippi State Department of Health to share data in regard to the LeadSafe Hattiesburg Program and authorize the Mayor to execute it in duplicate and electronically.
File Number: 2022-873
Minute Book #

Summary

Approve Memorandum of Agreement/Data Use Agreement between the City of Hattiesburg and the Mississippi State Department of Health to share data in regard to the LeadSafe Hattiesburg Program and authorize the Mayor to execute it in duplicate and electronically.

Recommendation Statement

I recommend approval of this item.

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



MISSISSIPPI STATE DEPARTMENT OF HEALTH

November __, 2022

City of Hattiesburg
Community Development Division
Lead Hazard Reduction Program
P.O. Box 1898
Hattiesburg, MS 39403

RE: Designation of City of Hattiesburg's Lead Hazard Reduction Program as a "public health authority" under 45 CFR Parts 160 and 164 for lead poisoning control activities

To Whom It May Concern:

This letter serves as verification of a grant of authority from Mississippi State Department of Health (MSDH) for you to conduct the public health activities described here, acting as a public health authority pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA) [45 CFR Parts 160 and 164]. Under this rule, covered entities may disclose, without individual authorization, protected health information to public health authorities "authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions."¹ The definition of a public health authority includes "an individual or entity acting under a grant of authority from or contract with such public agency."²

The City of Hattiesburg's Lead Hazard Reduction Program is acting under a Lead-Based Paint Hazard Reduction Grant awarded by the Office of Lead Hazard Control and Healthy Homes in the U.S. Department of Housing and Urban Development (HUD), and a data use agreement with MSDH, to conduct activities to address and control lead-based paint hazards as well as other health and safety hazards in pre-1978 houses within the city. Funding from the HUD grant will also be used to offer blood lead level testing to occupants whose properties qualify for lead control interventions. MSDH considers these activities to fall under the reasons for which a public health authority can receive protected health information under 45 CFR § 164.512(b) of the Privacy Rule. Consequently, MSDH grants this authority to the City of Hattiesburg LHR Program for the purposes of these activities.

Sincerely,

Daniel Edney, MD, FACP, FASAM
State Health Officer
Mississippi State Department of Health

¹ 45 CFR 164.512 (b)(1)(i)

² 45 CFR 164.501

DATA USE AGREEMENT

In order to secure data that resides in the **Mississippi State Department of Health** (“MSDH”) system of records, whether stored electronically, on paper, or in any other medium, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, the Parties below enter into this Data Use Agreement (“Agreement”) to comply with the following specific sections:

I. RECITALS

- a. This Agreement is by and between **MSDH** and **City of Hattiesburg** (“User”), hereinafter referred to as the Parties.
- b. User warrants that it is not excluded from participation in any federal or state health-care program, including Medicare and Medicaid.
- c. This Agreement addresses the conditions under which MSDH will disclose and User will obtain and use MSDH data under User’s designation as a public health authority by MSDH pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA) [45 CFR Parts 160 and 164]. (See **Attachment E**) Use of the MSDH data by User is funded by a Lead-Based Paint Hazard Reduction Grant awarded by the Office of Lead Hazard Control and Healthy Homes in the U.S. Department of Housing and Urban Development (HUD).
- d. The Parties mutually agree that the following named person is designated as “Custodian of Data” on behalf of User and shall be responsible for the observance of all conditions of use for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. User agrees to notify MSDH within fifteen (15) days of any change to the custodianship.

<u>Demetria Favre</u>	<u>Lead Program Manager</u>
(Name of Custodian of Data)	(Title/Component)

<u>City of Hattiesburg</u>	<u>200 Forrest Street, Hattiesburg, MS 39403</u>
(Company/Organization)	(Address)

- e. The Parties mutually agree that the following named person will be designated as “Point-of-Contact” for the Agreement on behalf of MSDH.

Daniel Edney, MD, FACP, FASAM
State Health Officer
601-576-7634

- f. The Parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A:	MSDH Data
Attachment B:	Security Controls
Attachment C:	Notification of Breach
Attachment D:	Certificate of Return or Destruction/Sanitization of Confidential Data
Attachment E:	Letter: Designation of City of Hattiesburg’s Lead Hazard Reduction

Program as a “public health authority” under 45 CFR Parts 160 and 164 for lead poisoning control activities

- g. The Parties mutually agree, and in furnishing data (as described in **Attachment A**) MSDH relies upon such agreement, that such data will be used solely for the following purposes by the City of Hattiesburg’s Lead Hazard Reduction Program:
 - i. To conduct activities to address and control lead-based paint hazards as well as other health and safety hazards in pre-1978 houses within the City of Hattiesburg.
 - ii. To assist in offering blood lead level testing to occupants whose properties qualify for lead control interventions.
- h. Some of the data specified in this Agreement may constitute Protected Health Information (“PHI”) or personally identifiable information (“PII”) under federal or state law. The Parties mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of MSDH data containing PHI or PII shall be subject to the applicable provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 (as amended by the Genetic Information Nondiscrimination Act (“GINA”) of 2008 and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (“ARRA”) of 2009), its implementing regulations, and the provisions of other applicable federal and state law.

II. DEFINITIONS

The following definitions shall apply to this Agreement.

- a. “Confidential Data” shall mean any information from which an individual may be uniquely identified, including, without limitation, an individual’s name, address, telephone number, social security number, birth date, account numbers, and healthcare information. Confidential information is construed broadly to include MSDH data, protected health information (PHI)¹, and Personally Identifiable Information (PII)², such as data provided to MSDH by the Social Security Administration (SSA).
- b. “MSDH” shall mean the Mississippi State Department of Health, an administrative agency of the State of Mississippi.
- c. “MSDH data” shall mean all data that is collected, stored, processed, or generated by or on behalf of MSDH under this Agreement, including all attachments.
- d. “Protected Health Information” shall have the same meaning as the term “Protected health information” in 45 C.F.R. § 160.103.
- e. “User” shall mean City of Hattiesburg, including all workforce members, representatives, agents, successors, heirs, and permitted assigns.

¹ Which shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. § 160.103

² Which is defined by the United States Government Accountability Office (GAO) as, “any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as a medical, education, financial, and employment information” (NIST SP 800-122).

III. OBLIGATIONS AND ACTIVITIES OF USER

- a. User represents and warrants that, except as MSDH shall authorize in writing, User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company, or organization. User agrees that, within User's organization, access to the MSDH data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in section (I)(g) of this Agreement and to those individuals on a need-to-know basis only.
- b. User shall not publicly release any product, report, or the like using data provided under this Agreement without prior approval of MSDH.
- c. Upon completion of the purpose specified in section (I)(g) of this Agreement, User shall return to MSDH or destroy/sanitize all MSDH data covered by this Agreement in accordance with the following:
 - i. Return. MSDH data must be returned to MSDH in a sealed secure method. User will maintain a log of all MSDH data being returned to MSDH. All MSDH data returned via third party carrier will be traceable and require the signature of the receiving party.
 - ii. Destruction/Sanitization. MSDH data in electronic form must be sanitized (cleared or purged) in accordance with NIST Special Publication 800-88 or as approved in writing by MSDH. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. User shall destroy all paper documents with MSDH data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents.

User agrees that no data from MSDH records, any parts or copies thereof, including data derived from MSDH records (electronic, paper, or otherwise), shall be retained when the data is returned or destroyed/sanitized unless authorization in writing for the retention of such data has been received from the MSDH signatories designated in section (VI)(c) of this Agreement. User shall certify the return or destruction/sanitization of the file(s) in writing using **Attachment D**, Certificate of Return or Destruction/Sanitization of Confidential Data, upon renewal or termination of the DUA. In the event that User determines that returning or destroying/sanitizing MSDH data is infeasible, User shall provide to MSDH notification of the conditions that make return or destruction/sanitization infeasible. Upon notification in writing that return or destruction of MSDH data is infeasible, User shall extend the protections of this Agreement to such data and limit further uses and disclosures to those purposes that make the return or destruction/sanitization infeasible, for so long as User maintains such data.

- d. User agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of MSDH data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and its implementing regulations. User also agrees to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III – Security of Federal Automated Information systems, which sets forth guidelines for automated information systems in Federal agencies. User agrees to comply with the specific Security Controls enumerated in **Attachment B** of this Agreement. User also agrees to comply with the ITS Enterprise Security Policy, which will be provided upon request. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent

means that safeguard which provides the highest level of protection to MSDH data from unauthorized disclosure.

- e. User acknowledges that in addition to the requirements of this Agreement, they must also abide by the applicable privacy and disclosure laws and regulations under HIPAA, the Privacy Act of 1974 (as amended by the Computer Matching and Privacy Protection Act of 1988), 42 C.F.R. Part 2, their implementing regulations, and other applicable federal and state law.
- f. User agrees to report to MSDH by telephone call plus email or registered or certified mail any use or disclosure of the information not provided for by this Agreement of which they become aware, without unreasonable delay, and no later than five (5) days after discovery, and to take further action regarding the use or disclosure as specified in **Attachment C**, Notification of Breach, of this Agreement.
- g. If User must disclose MSDH data pursuant to law or the legal process, User shall notify MSDH by telephone call plus email or registered or certified mail without unreasonable delay and at least five (5) days in advance of any disclosure so that MSDH may take appropriate steps to address the disclosure, if needed.
- h. User agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose MSDH data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment if necessary. In complying with the provisions of this section, User shall observe the following requirements:
 - i. User shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose MSDH data; and
 - ii. User shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- i. From time to time, MSDH may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of User to monitor compliance with this Agreement. User shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the MSDH Privacy Officer in writing. The fact that MSDH inspects, or fails to inspect, or has the right to inspect, User's facilities, systems, and procedures does not relieve User of their responsibility to comply with this Agreement.

IV. TERM AND TERMINATION

- a. Term. This Agreement becomes effective upon the signature of all parties.
- b. Termination. This Agreement shall terminate when all of the data provided by MSDH to User is destroyed/sanitized or returned to MSDH as set forth in section (III)(c) of this Agreement and a Certificate of Return or Destruction/Sanitization of Confidential Data (**Attachment D**) is sent to the MSDH Point-of-Contact named in section (I)(e) of this Agreement.
- c. Termination for Cause. Upon MSDH knowledge of a material breach or violation of this Agreement by User, MSDH shall at its discretion either:

- i. provide an opportunity for User to cure the breach or end the violation and terminate this Agreement, if User does not cure the breach or end the violation within the time specified by MSDH, or
 - ii. immediately terminate this Agreement if User has breached a material term of this Agreement and cure is not possible.
- d. Effect of Termination. Upon termination of this Agreement, for any reason, User shall return to MSDH or destroy/sanitize all MSDH data in accordance with section (III)(c) of this Agreement. The provisions of this Agreement governing the privacy and security of MSDH data shall remain in effect until all data is returned or destroyed/sanitized and MSDH receives a Certificate of Return or Destruction/Sanitization of Confidential Data from User.

V. MISCELLANEOUS

- a. Penalties. User acknowledges that criminal, administrative, and civil penalties under HIPAA, the Privacy Act, 42 C.F.R. Part 2, their implementing regulations, and other applicable federal and state law, may apply with respect to any use or disclosure of information or data that is inconsistent with the terms of this Agreement. By signing this Agreement, User agrees to abide by all provisions set out in this Agreement, including all attachments, for protection of the data specified in this Agreement, and acknowledges having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. User agrees any material violations of the terms of this Agreement or any of the laws and regulations governing the use of MSDH data may result in denial of access to MSDH data.
- b. Statutory and Regulatory References. A reference in this Agreement to HIPAA, the Privacy Act, 42 C.F.R. Part 2, their implementing regulations, or other applicable federal and state law means the section as in effect or as amended, and for which compliance is required.
- c. Amendments/Changes in Law.
 - i. *General*. Modifications or amendments to this Agreement may be made upon mutual agreement of the Parties, in writing signed by the Parties hereto and approved as required by law. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. Such modifications or amendments signed by the Parties shall be attached to and become part of this Agreement.
 - ii. *Amendments as a Result of Changes in the Law*. The Parties agree to take such action as is necessary to amend this Agreement to effectively comply with any subsequent changes or clarifications of statutes, regulations, or rules related to this Agreement. The Parties further agree to take such action as is necessary to comply with the applicable requirements of HIPAA, the Privacy Act, 42 C.F.R. Part 2, their implementing regulations, and any other applicable federal and state law relating to the security and privacy of MSDH data.
 - iii. *Procedure for Implementing Amendments as a Result of Changes in Law*. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, or the Parties' compliance with the laws referenced in section (V)(c)(ii) of this Agreement necessitates an amendment, the requesting party shall notify the other party of the need for an amendment or any actions it reasonably deems are necessary to comply with such changes or to ensure compliance, and the Parties promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation of any such law,

rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, the Parties may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.

- d. Survival. The respective rights and obligations of User under section (IV)(d) of this Agreement shall survive the termination of this Agreement.
- e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit MSDH to comply with HIPAA, the Privacy Act, 42 C.F.R. Part 2, their implementing regulations, and any other applicable federal or state law. The Parties agree that instructions or interpretations issued to User concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the MSDH Point-of-Contact specified in section (I)(e) of this Agreement or the MSDH signatories to this Agreement shown in section (VI)(c) of this Agreement.
- f. Indemnification.

MSDH's liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *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 State under statute.

- g. Disclaimer. MSDH makes no warranty or representation that compliance by User with this Agreement, HIPAA, the Privacy Act, 42 C.F.R. Part 2, their implementing regulations, and other applicable laws and regulations will be adequate or satisfactory for User's own purposes or that any information in User's possession or control, or transmitted or received by User, is or will be secure from unauthorized use or disclosure. User is solely responsible for all decisions made by User regarding the safeguarding of MSDH data.
- h. Notices. Any notice from one party to the other under this Agreement shall be in writing and may be either personally delivered, emailed, or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses provided for in this agreement or as the parties may hereinafter designate in writing:

**MSDH: Mississippi State Department of Health
570 East Woodrow Wilson
P.O. Box 1700
Jackson, MS 39215-1700**

**User: City of Hattiesburg
Community Development Division
Lead Hazard Reduction Program
P.O. Box 1898
Hattiesburg, MS 39403**

Any such notice shall be deemed to have been given as of the date transmitted.

- i. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of

the State of Mississippi or any federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

- j. Applicable Law. This Agreement shall be construed broadly to implement and comply with the privacy and security requirements of HIPAA, the Privacy Act, 42 C.F.R. Part 2, their implementing regulations, and other applicable federal and state law. All other aspects of this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. User shall comply with applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Where provisions of this Agreement differ from those mandated by such laws and regulations, but are nonetheless permitted by such laws and regulations, the provisions of this Agreement shall control.
- k. Non-Assignment and Subcontracting. User shall not assign, subcontract, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of MSDH, and provided that User provides MSDH with a list of all such subcontractors, and submits an updated list upon any subsequent change. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MSDH of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MSDH in addition to the total compensation agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MSDH may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties. MSDH may assign its rights and obligations under this Agreement to any successor or affiliated entity.
- l. Entire Agreement. This Agreement contains the entire agreement (including attachments) between Parties and supersedes all prior discussions, instructions, directions, understandings, negotiations, agreements, and services for like services.
- m. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors, heirs, or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.
- n. Assistance in Litigation or Administrative Proceedings. User shall make itself and any workforce members, contractors, subcontractors, agents, representatives, subsidiaries, or affiliates assisting User in the fulfillment of its obligations under this Agreement, available to MSDH, at no cost to MSDH, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against MSDH, its directors, officers, or any other workforce member based upon claimed violation of HIPAA, the Privacy Act, 42 C.F.R. Part 2, their implementing regulations, or other laws relating to security and privacy, except where User or its workforce members, contractors, subcontractors, agents, representatives, subsidiaries, or affiliates are a named adverse party.

[Remainder of page intentionally left blank; signature page follows.]

VI. ACKNOWLEDGEMENTS AND ATTESTATIONS

- a. **The Custodian of Data**, as named in section (I)(d) of this Agreement, hereby acknowledges his/her appointment as Custodian of the aforesaid data on behalf of User, and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of User.

Demetria Farve **Lead Program Manager**
(Name of Custodian of Data – Typed or Printed) (Title/Component)

(Date Signed – mm/dd/yyyy)

- b. **On behalf of User**, the undersigned person hereby attests that he/she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Toby Barker
 (Name – Typed or Printed)

Mayor
 (Title/Component)

City of Hattiesburg (Company/Organization)	(User NPI Number- If Applicable)
---	---

200 Forrest Street, Hattiesburg, MS 39403
(Address)

601-545-4501
(Phone Number)

tbarker@hattiesburgms.com
(Email Address)

(Date Signed – mm/dd/yyyy)

- c. **On behalf of MSDH**, the undersigned person hereby attests that he/she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Daniel Edney, MD **State Health Officer**

(Date Signed) – mm/dd/yyyy

DATA USE AGREEMENT

Attachment A

Data File(s)

Names and addresses of all children identified as having a venous blood lead level (BLL) of 3.5 or higher living in targeted ZIP codes within the City of Hattiesburg.

Access by User to such data, shall be granted in a time and manner determined by MSDH to be in the best interest of the State, taking into consideration this Agreement and applicable federal and state law, regulations, policies, and procedures.

DATA USE AGREEMENT

Attachment B

Security Controls

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of MSDH, or access or disclose MSDH data must complete information privacy and security training, at least annually, at User's expense. User shall maintain an accurate record of each workforce member's completion of information privacy and security training, indicating the member's name and the date on which the training was completed. Such records must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with MSDH data must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to MSDH data. The statement must be renewed annually. The User shall retain each person's written confidentiality statement for MSDH inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** If not conducted by the User before execution of this Agreement, before a member of the User's workforce may access MSDH data, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with a more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The User shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop/Tablet encryption.*** All workstations, tablets and laptops that process and/or store MSDH PHI or PII must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the MSDH.
- B. *Server Security.*** Servers containing unencrypted MSDH data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of MSDH data required to perform necessary business functions may be copied, downloaded, or exported.

- D. *Removable media devices.*** All electronic files that contain MSDH data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, CDs/DVDs, Mobile Phones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store MSDH data must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store MSDH data must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing MSDH data. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. User IDs shall be purged after ninety (90) days of inactivity. Passwords are not to be shared. Passwords must be at least eight (8) characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every thirty (30) days. Passwords must conform to the following guidelines:
- Be at least eight (8) characters long
 - Letters (both uppercase and lowercase)
 - Numerals
 - Symbols (all characters not defined as letters or numerals)! @ # \$ % ^ &
 - Be significantly different from prior passwords
 - Not contain 4 consecutive characters used from the previous password
 - Not contain user's name or user ID, or organization name
 - Not be a common name/word
- H. *Data Destruction/Sanitization.*** MSDH data in electronic form must be sanitized (cleared or purged) in accordance with NIST Special Publication 800-88 or as approved in writing by MSDH. Media may also be physically destroyed in accordance with NIST Special Publication 800-00. User shall destroy all paper documents with MSDH data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of document.
- I. *System Timeout.*** The system providing access to MSDH data must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to MSDH data must display a warning banner stating that data is confidential, systems are logged, and system use is for business

purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for MSDH data, or which alters MSDH data. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If MSDH data is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
- L. **Access Controls.** The system providing access to MSDH data must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of MSDH PHI or PII must be encrypted using industry standard algorithms, preferably AES256 or Triple DES and/or SSL/TLS 1.2+. Encryption must be end to end at the network level, and the data files containing PHI or PII must be encrypted. This requirement pertains to any type of PHI or PII at rest or in motion including, but not limited to, website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting MSDH data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. **System Security Review.** User must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing MSDH data must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools. User agrees to make an executive summary of its most recent security audit available to MSDH upon request by MSDH.
- B. **Log Reviews.** All systems processing and/or storing MSDH data must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing MSDH data must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. **Emergency Mode Operation Plan.** User must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic MSDH data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. **Data Backup Plan.** User must have established documented procedures to backup MSDH data to maintain retrievable exact copies of MSDH data. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and

an estimate of the amount of time needed to restore MSDH data should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of MSDH data.

V. Paper Document Controls

- A. *Supervision of Data.*** MSDH PHI or PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. MSDH PHI or PII in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where MSDH PHI or PII is contained shall be escorted and MSDH PHI or PII shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** MSDH data in paper form must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. *Removal of Data.*** MSDH data must not be removed from the premises of the User except with express written permission of MSDH.
- E. *Faxing.*** Routine transmission of PHI by fax is not recommended. When required, faxes containing MSDH PHI or PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of MSDH data shall be sealed and secured from damage or inappropriate viewing of PHI or PII to the extent possible. Mailings which include five hundred (500) or more individually identifiable records in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of MSDH to use another method is obtained.

DATA USE AGREEMENT

Attachment C

Notification of Breach

- I. Definitions.** All terms used in this Attachment C, but not otherwise defined, shall have the same meanings as assigned to those terms in the Data Use Agreement (“Agreement”) to which this Attachment C is incorporated.
- II. Breaches and Security Incidents.** During the term of the Agreement, User agrees to implement reasonable systems for the discovery and prompt reporting of any actual or suspected breach or security incident. “Security Incident” shall have the same meaning as defined under HIPAA and its implementing regulations (45 C.F.R. §164.304). User agrees to take the following steps:
- A. Notice to MSDH.** (1) To notify the MSDH Data Use Agreement Point-of-Contact, MSDH IT Security Officer, and MSDH Privacy Officer **without unreasonable delay, and no later than five (5) days after discovery by telephone call and email or registered or certified mail** upon the discovery of an actual or suspected breach of unsecured PHI or PII in electronic media or in any other media. (2) To notify the MSDH Data Use Agreement Point-of-Contact, MSDH IT Security Officer, and MSDH Privacy Officer **without unreasonable delay, and no later than five (5) days after discovery by telephone call and email or registered or certified mail** of any actual or suspected Security Incident affecting this Agreement, including but not limited to an actual or suspected security incident that involves data provided to MSDH by the Social Security Administration. A breach or Security Incident shall be treated as discovered by User as of the first day on which the breach or Security Incident is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach or Security Incident) who is a workforce member, officer, or other agent of User.

The notification shall include, to the extent possible and subsequently as the information becomes available, a reasonably detailed description of the actual or suspected breach or Security Incident, the identification of all individuals whose unsecured PHI or PII is reasonably believed by User to have been affected by the breach or Security Incident along with any other available information that is required to be included in the notification to the Individual, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164, Subparts A, D, and E, or any other applicable notification requirements.

Upon discovery of an actual or suspect breach or Security Incident User shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach or Security Incident and to protect the operating environment; and
 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. Investigation.** To immediately investigate any such actual or suspected breach or Security Incident upon discovery in order to determine if the actual or suspected breach or Security Incident is a violation of any applicable federal or state laws or regulations, and to submit updated information by email or registered or certified mail as it becomes available to the MSDH Data Use Agreement Point-of-Contact, MSDH IT Security Officer, and MSDH Privacy Officer.

C. *Complete Report.* To provide a complete written report by email or registered or certified mail of the investigation to the MSDH Data Use Agreement Point-of-Contact, MSDH IT Security Officer, and MSDH Privacy Officer within ten (10) working days of the discovery of any actual or suspected breach or Security Incident. The report shall include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or Security Incident. The report must include:

1. The identification of each individual whose PHI was or is believed to have been involved;
2. A reasonably detailed description of the types of PHI involved; and
3. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain any suspected or actual breach of security, intrusion or unauthorized Use or Disclosure.

If MSDH requests information in addition to that provided in the written report, User shall make reasonable efforts to provide MSDH with such information. If necessary, a supplemental report may be used to submit revised or additional information after the completed report is submitted.

D. *Notification of Individuals.* If the cause of an actual breach of PHI or PII is attributable to User or its subcontractors, agents or vendors, User shall notify each individual of the breach when notification is required under state or federal law and may pay costs of such notifications, as well as costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. § 17932 and its implementing regulations. The MSDH Data Use Agreement Point-of-Contact, MSDH IT Security Officer, and MSDH Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

E. *Responsibility for Reporting of Breaches.* If the cause of a breach of PHI or PII is attributable to User or its agents, subcontractors, or vendors, and User is a covered entity as defined under HIPAA and the HIPAA regulations, User is responsible for all required reporting of the breach as specified in 42 U.S.C. § 17932 and its implementing regulations, including notification to media outlets and to the Secretary of the U.S. Department of Health and Human Services. If User has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to MSDH in addition to User, User shall notify MSDH, and MSDH and User may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth above.

III. *Contact Information.* To direct communications to the above referenced staff, User shall initiate contact as indicated herein. The parties reserve the right to make changes to the contact information below by giving written notice to User. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

MSDH Point-of-Contact: See Data Use Agreement to which this Attachment is incorporated.

MSDH

IT Security Officer: Address: 570 East Woodrow Wilson Drive,
P.O. Box 1700, Jackson, MS 39215-1700
Email: IT.Security@msdh.ms.gov
Telephone: (601) 624-0307

MSDH Privacy Officer: Address: 570 East Woodrow Wilson Drive
P.O. Box 1700, Jackson, MS 39215-1700
Email: HIPAA.Privacy@msdh.ms.gov
Telephone: (601) 576-7874
Fax: (601) 576-7530

DATA USE AGREEMENT

Attachment D

Certificate of Return or Destruction/Sanitization of Confidential Data

I, _____ (Custodian of Data), hereby certify the following to be true and correct:

I. I am employed by _____ (User) as a(n) _____ (occupation).

II. Pursuant to the **Data Use Agreement** ("Agreement"), to which this **Attachment D**, is incorporated between the Mississippi State Department of Health ("MSDH") and _____ (User), I received and acted as custodian of the MSDH Data described in **Attachment A of the Agreement**.

III. ☐ The purpose for receiving the MSDH Data described in **Attachment A** has been met.

OR

☐ The purpose for receiving some of the MSDH Data described in **Attachment A** has been met. That data is specified as follows:

_____.

IV. In compliance with **section (III)(c) of the Agreement**, the MSDH Data indicated in **section (III) of this Certificate of Return or Destruction/Sanitization of Confidential Data** has been returned to MSDH by _____ (method of return) or destroyed/sanitized by _____ (method of destruction/sanitization) on __/__/____ (date).

(Signature of Custodian of the File(s))

(Date)



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 22, 2022

Re: Approve Agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council, in an amount of \$20,760.00 to provide art for children's programs and art and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents, for a term beginning October 1, 2022 through September 30, 2023; authorize manual check for same.
File Number: 2022-876
Minute Book #

Summary

Recommendation Statement

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Arts Council**, formerly the **Hattiesburg Civic Arts Council**, hereinafter referred to as “**Council**” and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as “**City**”, has entered into discussion with view of **Council** providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and **City** do hereby agree and obligate themselves as follows, to-wit:

I.

Council will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the **1st day of October 2022** and termination on the **30th day of September 2023**. **Council** shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities. See Program Synopsis attachment.

II.

City shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, and providing to the **Council** an amount not to exceed **Twenty Thousand Seven Hundred Sixty Dollars (\$20,760.00)**, for the purpose of defraying a portion of the expenses incurred by the Council for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the **City Clerk** by October 31, 2022.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the _____ day of

_____, A.D., _____.

HATTIESBURG ARTS COUNCIL
(formerly the - HATTIESBURG CIVIC
ARTS COUNCIL)

Alejandro Wooten, DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

ATTEST:

CITY CLERK

(S E A L)

	A	B	C	D	E
1					
2	Hattiesburg Arts Council Municipal Programs - Projection (FY23)				
3					
4	Program Expenses				
5		HAC smART Space			
6		Weekly Youth Program at C.E. Roy Community Center		\$2,100.00	
7		Drug Court/classes for addiction recovery		\$2,000.00	
8		Art Supplies		\$1,000.00	
9		HAC smART Space Festival participation			
10		Live @ 5 Fall		\$500.00	
11		Mobile Street Renaissance Festival		\$400.00	
12		Live @ 5 Spring		\$500.00	
13		Summer Tunes		\$200.00	
14		Community Outreach at the look			
15		Drumming Circle 12 sessions x \$150		\$1,800.00	
16		Professional Development and Arts in Education			
17		"S.T.E.M. + The Arts = S.T.E.A.M. w/ Dr. Mark Malone		\$750.00	
18		Cultural Events and Exhibits			
19		J.J. Foley & Jacqueline Gonzalez Wooton Fine Art Exhibit		\$450.00	
20		Brown Bag Artists (renumeration + sound)		\$2,600.00	
21		Emerging Artists and High School exhibit		\$100.00	
22		Annual Amateur Photo Competition		\$550.00	
23		Bits 'N Pieces Puppet Theater "Three Billy Goats Gruff" at the Saenger		\$5,000.00	
24		Senior Readers Theater Classes and Final Performance - Sherri Marengo		\$600.00	
25		Coffee Talk "The Work of William Levi Dawson" w/ Mark Malone		\$75.00	
26		Community Art Contest "Take a Seat		\$300.00	
27		City Concert Band Collaboration (printed materials for program)		\$432.00	
28					
29	Program Administration and Operation Expenses				
30		Directors compensation (1 mo. + payroll tax)		\$5,436.00	
31		Promotional Materials/Website		\$1,500.00	
32		Assorted Supplies (Printer Ink/Paper) Amount reflects 20% of average cost		\$650.00	
33		Travelers Liability Insurance		\$772.00	
34		Travel expenses		\$200.00	
35		Telephone expense (1 mo. average)		\$100.00	
36					
37		Total HAC Municipal Programs - Projected Expenses (FY23)		\$28,015.00	
38					
39		HAC FY23 Municipal Funds Requested		\$25,000.00	
40					
41		HAC FY23 Projected Out of Pocket Expenses		\$3,015.00	



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, November 22, 2022

Re: Approve an agreement between the City of Hattiesburg and the Hattiesburg Tourism Commission (Hattiesburg Alliance for Public Art) for the purpose of promoting and supporting local economic development through public art in accordance with Section 21-19-44, Mississippi Code of 1972.
File Number: 2022-886
Minute Book #

Summary

Approve an agreement between the City of Hattiesburg and the Hattiesburg Tourism Commission (Hattiesburg Alliance for Public Art) for the purpose of promoting and supporting local economic development through public art in accordance with Section 21-19-44, Mississippi Code of 1972.

Recommendation Statement

I recommend this item be added to the Council Agenda for consideration.

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

Hattiesburg Tourism Alliance for Public Art
2023 Memorandum of Understanding

This agreement constitutes a Memorandum of Understanding (MOU) between Hattiesburg Tourism Commission and the City of Hattiesburg for the purpose of promoting and supporting local economic development through the enhancement and expansion of public art through the Hattiesburg Alliance for Public Art.

The City is authorized by Section 21-19-44, Mississippi Code of 1972, as amended and/or supplemented from time to time to execute contracts and agreements with, and to appropriate, contribute and donate to, or expend budgeted funds for, local economic development organizations.

The Hattiesburg Alliance for Public Art is a coalition of local citizens who are passionate about making art available to all, free, and a part of its everyday life. Composed of artists, business people, tourism officials, and community volunteers focus is placed in the power of public art to vitalize a community for its residents and visitors and to foster greater economic development of the local arts economy.

The City of Hattiesburg local governing authority recognizes and has determined that this organization is vital to the local economic development of the Hattiesburg arts economy and cultural tourism. The City of Hattiesburg commits to funding the continued economic development of the local arts economy and cultural tourism by funding \$15,000.00 for FY 2023. The City also agrees to expend in-kind services to provide location and material provisions for public art exhibits, sculpture exhibits and other authorized purposes under this statute.

WITNESS WHEREOF, the parties have executed this agreement

BY: _____	_____
Mayor	Date

BY: _____	_____
Hattiesburg Arts Commision	Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, November 22, 2022

Re: Approve agreement between City of Hattiesburg and Downtown Hattiesburg Association, a designated Mississippi Main Street member, to create a Downtown Hattiesburg Facade Grant Program in accordance with Mississippi Code 21-19-44.1
File Number: 2022-888
Minute Book #

Summary

Approve agreement between City of Hattiesburg and Downtown Hattiesburg Association, a designated Mississippi Main Street member, to create a Downtown Hattiesburg Facade Grant Program in accordance with Mississippi Code 21-19-44.1

Recommendation Statement

I recommend this item be place on the Council Agenda for consideration.

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

November 22, 2022

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



RE: Downtown Hattiesburg Façade Grant Program- City of Hattiesburg Funding Request

Dear Mayor and Council,

Below and attached please find a description of Downtown Hattiesburg Association's (DHA) proposed Façade Improvement Grant Program. We would like to propose a joint partnership between DHA, City of Hattiesburg, the Forrest County Board of Supervisors, and MS Power to fund a program that will incentivize the improvement and revitalization of vacant and under-utilized commercial property in the Downtown District. We are requesting a \$50,000 match grant from the City of Hattiesburg. DHA and Hattiesburg Landmark Preservation (HLP), our 501 (c)3 entity, has earmarked \$50k for this Façade Program. In addition, we have verbal commitments from the Mississippi Power and a vote from the Board of Supervisors to match our \$50,000 for the 2023 FY for this program.

We will include all of Downtown (see boundary map) as our area in which applications will be considered. However, we will give specific attention and effort to recruit applications from the following target areas identified within the district: Mobile- Bouie area (2nd St and Evans St, Batson Street, and Mobile Street from Batson to 6th Street); Front Street between Forrest and Mobile St; and Hardy Street Corridor between Broad Street and St Paul. We feel these target areas would have the greatest impact for the district and help to create some retail clusters.

Our goal is to incentivize property owners to invest in their property to improve the area and create new available business locations in the target areas. We have drafted our initial guidelines for the program based on examples from other Main Street programs. We will create a façade team, made up of qualified individuals to help us review the applicant projects and help guide the applicant through the process.

We will initially cap grants at \$5000 for the first year. We reserve the right to increase this cap if we feel a project warrants it. We are also discussing the idea of initiating themed grants by quarters in an effort to get the program started (i.e paint, awnings, window and doors). It has been shown that by breaking façade improvements into bite sized projects, the average small business owner is more likely to participate.

Our goal is to award at a minimum of 5 projects by February 2023. I hope that you will consider joining Downtown Hattiesburg, Mississippi Power and the County, in funding for this program.

All of these projects are aligned with DHA's priorities and revitalization efforts in making Downtown Hattiesburg a vibrant and thriving downtown business district that will yield significant returns for Hattiesburg's residents and visitors for decades to come.

Please feel free to contact me at andrea@downtownhattiesburg.com or at (601) 270-1373 if I can provide any additional information.

Sincerely,

Andrea Saffle
Executive Director
Downtown Hattiesburg Association

Approved:

Mayor, City of Hattiesburg

DOWNTOWN HATTIESBURG ASSOCIATION

POST OFFICE BOX 150 HATTIESBURG, MS 39403 601.583.4329 DOWNTOWNHATTIESBURG.COM



Downtown Hattiesburg Association Façade Grant Guidelines

Downtown Hattiesburg Association and our partners are committed to cultivating our Main Street district's resources, including embracing and assisting our existing businesses. To that end, DHA has activated the Façade Grant program to assist businesses with needs that will help them grow and thrive in this challenging economy. Grants will be awarded on a competitive basis; not all applications will be funded. Priority will be placed upon applications in targeted areas, where proposed projects will result in growth and development of new business in the district. No expenses incurred prior to the date of grant award will be allowed.

To apply, review the guidelines below and complete the attached (or online) application. You must provide all requested information to be eligible. **Awards are based on a first-come basis and grants will be awarded as long as funding is available.**

Who is eligible to participate in the program?

Applicants must comply with all state and local laws and regulations pertaining to licensing and permits.

Guidelines and Eligibility Checklist

1. Open to all Downtown Hattiesburg Association Members within the District boundaries, with 50 or fewer, employee may apply. **See attached map for locations.**
2. Applicants must be the property owner or business owners operating retail businesses, restaurants, service establishments or professional offices.
3. Properties must be up-to-date on all city taxes (including property tax and the City's Business License) prior to participation in the grant program.
4. Entire application must be complete and legible.
5. Application must contain a detailed description of the proposed project to be funded.
6. Attach estimate or quote from contractor or business who will be providing the work, labor, some "sweat equity" may be allowed on a case by case basis, equipment, or signage. We prefer local contractors/businesses.
7. Attach current photos of façade/building
8. Attach renderings of work to be performed or equipment/signage to be purchased.
9. Exterior renovation, restoration, or reconstruction, may be funded, including but not limited to the following:
 - a. Exterior walls of building, with priority given to street-facing facades.
 - b. Facade washing/Brick cleaning

- c. Sign repair, if sign is integral to building facade
 - d. New signs if the proposed sign is a high-quality representation of signs displayed in the historic era generally found in downtown Hattiesburg
 - e. Lighting
 - f. Awnings/canopies
 - g. Window restoration and replacement
 - h. Painting
 - i. Door replacement
 - j. Restoration of original architectural features
 - k. Window display area remodeling
 - l. Exterior lighting
 - m. Parapet repair
10. Architectural design fees or costs for renderings are not allowed for reimbursement
11. Exterior improvements must comply with City of Hattiesburg Codes and Ordinances.

Additional Information

1. Downtown Hattiesburg Association has the right to terminate this program at any time.
2. This is a reimbursement grant program.
3. Final terms and conditions of each grant award will be specified in the grant agreement upon award.
4. Grant funds will be disbursed only upon completion of the project, submission of all required documents and free of any lien waivers from all laborers and material suppliers.
5. Some (if not all) improvements and rehabilitation may require a permit to be filed with the Urban Planning Department.
6. Approved applicants will be required to complete a grant accountability certifying that the proposed project has been completed.
7. Approved applicants must agree to have a sign posted during the project stating that the project is funded in part by Downtown Hattiesburg Association and funding authority partners.
8. In addition, grantees must agree to allow Downtown Hattiesburg Association and the City of Hattiesburg to use their information and photographs to promote the grant program and ongoing revitalization of Downtown Hattiesburg.

See attached application. Please mail or email your completed application to:

**Andrea Saffle
Downtown Hattiesburg Association
P.O. Box 150
Hattiesburg, MS 39403**

Downtown Hattiesburg Association Façade Grant Application



Downtown Hattiesburg Association Design committee will review and determine eligibility of all applications. Grants are awarded at the discretion of the judges. The Main Street Design committee must approve all applications, and it must conform to established guidelines. If approved, applicants understand that all work performed is subject to development standards, and business owners are solely responsible for obtaining all building and property codes, and permit requirements.

Applicant agrees to indemnify, defend and hold harmless Downtown Hattiesburg Association, its successors and assigns from and against any and all third- party claims, damages, liabilities, cost and expenses, including reasonable legal fees and expenses arising out of a related to Recipient's use of the grant funds and any other obligations and representations under this Agreement.

By submitting this application, applicants certify that the information in this application is true, complete and accurate to the best of the applicant's knowledge. Applicants are aware that information will be kept confidential. The selection will be final when announced, and the selection of the grant recipients is at the sole discretion of the judging committee.

Date: _____

Business Name: _____

Physical Address: _____

Property Owner or Business Owner: _____

Cell Phone: _____

Email: _____

Website: _____

Is the location currently open for business: YES NO Date opened: _____

Number of full-time employees: _____ Part time: _____

Federal ID: _____ State ID: _____

Give a brief statement of how you see your business growing over the next 5 years:
(Attach a document if needed)

How do you plan use grant funds if awarded? Please use additional sheet and attach photos/quotes/estimates if necessary. Additional information such as matching funds and timeliness may be included on additional sheet.

Project Estimate: _____

If the Applicant is other than the owner of the building, the following line must be completed:

I certify that I, the owner of the property, do authorize the Applicant to apply for a grant under the Façade Improvement Grant Program and undertake the approved improvements.

Signature: _____ Print Name: _____

Owner Signature

Phone Number _____

Date: _____

By signing this application, I acknowledge that I have read and understand the Façade Grant Guidelines, and I certify that the information in this application is true, complete and accurate to the best of my knowledge.

I am aware that information will be kept confidential and that the selection of the grant recipients is at the sole discretion of Downtown Hattiesburg Association.

*Signature: _____ Print Name: _____

Applicant

Date: _____

*Signature: _____ Print Name: _____

DHA

Date: _____

Office Use Only

Received by: _____ Date: _____

Attachments:

- _____ Application must contain a detailed description of the proposed project to be funded.
- _____ Attach estimate or quote from contractor or business owner, who will be providing the work, labor, some "sweat equity by the business owner" may be allowed on a case by case basis, equipment, or signage. We prefer local contractors/businesses.
- _____ Attach current photos of façade/building
- _____ Attach renderings of work to be performed or equipment/signage to be purchased.

Application for a Certificate of Appropriateness

to Hattiesburg Historic Conservation Commission for a proposed exterior change to a property within designated historic districts

Historic District _____

Property address. _____

Present zoning: _____

Office Use only

Received _____

Complete _____

HHCC review _____

Action _____

Applicant: _____

Address: _____

Phone: _____

Signature and permission of Applicant / date: _____ / _____

Owner: _____

Address: _____

Phone: _____

If the applicant is not the owner, include a letter from the owner authorizing the change.

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Proposed starting date: _____

Briefly describe the proposed project I Proposed Alterations (attach additional sheets as needed):

NOTE: Appropriate support materials for each proposed change as required must be submitted to complete this application.

Incomplete applications will not be reviewed by the commission.

DEADLINE: Applications and support materials must be submitted by 5 p.m. Wednesday, 14 days prior to the regular HHCC meeting, normally the second Wednesday of each month.

- ☐ New Buildings and New Additions
- ☐ Major Restoration, Rehabilitation or Remodeling
- ☐ Site Changes- tree removal, fences, walks, driveways, parking and signs
- ☐ Demolition and Relocation

Required support materials must be attached. Please see checklist for Required Support Materials

APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS

Checklist for Required Support Materials

A complete application requires support materials: Please check the list below for which materials may be necessary for design review of a particular project.

New Buildings and New Additions

- ☐ Architectural elevation (to scale)
- ☐ Site plan (to scale)
- ☐ Floor plan (to scale)
- ☐ Description of materials and types and styles of architectural features such as windows and doors
- ☐ Photographs of proposed site and adjoining properties

Major Restoration, Rehabilitation or Remodeling

- ☐ Architectural elevations or sketches (to scale)
- ☐ Description of proposed changes
- ☐ Description of materials
- ☐ Photographs of existing building
- ☐ Documentation of earlier historic appearance (restorations only)
- ☐ Site plan showing placement (to scale)

Site Changes – trees, walks, drives, parking, and signs

- ☐ Site plan or sketch of site
- ☐ Architectural elevations or sketches (to scale)
- ☐ Description of materials
- ☐ Photographs of site
- ☐

Demolition and Relocation

- ☐ Condition reports
- ☐ Photographs of existing building
- ☐ Documentation of economic factors
- ☐ Site plans (for relocation)
- ☐ Documentation of justification

NOTE: Only complete applications will be placed on the agenda for review.

Tips for filling out an application for a Certificate of Appropriateness:

- Review the Design Guidelines: The Guidelines are the Hattiesburg Historic Conservation Commission's (HHCC) "rulebook" so before planning a project and applying for approval, be sure to read at least the pertinent sections to verify that your project is in compliance with the outlined principles. Bear in mind that the reason(s) why you want to do the work are not always relative to the evaluation of the proposed work. What counts is what you are proposing and how it conforms to the Guidelines, so make your case based upon the Guidelines!
- Follow application instructions and completely fill out the form: Staff needs to be able to determine who you are, what the project entails, and how to contact you with any questions.
- Sign the application: Applications must be signed to be considered complete and ready for review.
- Use black ink on the application and please be sure to write legibly
- Include photos, drawings, or sketches that help illustrate your project. These materials may be submitted electronically or printed in color and delivered to the Planning office. Drawings should be as close to scale as possible, clearly illustrating the size and location of the proposed work.
- Clearly describe and show what changes you are proposing: Put yourself in the shoes of someone unfamiliar with your house and project. Describe the project in detail, including dimensions, materials, and any additional information you believe will be helpful. All projects are evaluated based upon how well they adhere to the Design Guidelines. To evaluate a project, the HHCC needs to know the exact materials, appearance of components, how things fit together, and where everything is located. Make it clear what exists vs. what is proposed.
- Whenever possible, include your entire scope of work in the Application for a COA. Applying for small fragments of a large project can greatly increase paperwork and processing time. It is also important for the Commissioners to be able to evaluate the project as a whole in order to avoid costly surprises along the way. Contact staff prior to submitting an application if you suspect the project should be broken into separate or "phased" work applications.

Remember - by submitting clear and complete applications, you reduce the number of questions and requests for additional information that can potentially slow the approval process. This not only shortens your waiting time, but that of all the applicants who follow you!



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, November 22, 2022

Re: Authorize the purchase of Parcel #2-038B-15-279.00 (PPIN # 13866) in the amount of \$42,000.00 and payment of 2022 taxes. Authorize the issuance of manual checks due upon closing.
File Number: 2022-884
Minute Book #

Summary

Authorize the purchase of Parcel #2-038B-15-279.00 (PPIN # 13866) in the amount of \$42,000.00 and payment of 2022 taxes. Authorize the issuance of manual checks due upon closing.

Recommendation Statement

I recommend this item be placed on the Council Agenda for consideration.

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

Prepared by:

G. Neil Rogers
Jackson, Tullos & Rogers, PLLC
Attorney at Law
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Return to:

G. Neil Rogers
Jackson, Tullos & Rogers, PLLC
Attorney at Law
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed,

**R.A. Hudson, an unmarried individual
1919 Adeline St.
Hattiesburg, MS 39401-7406
(601) 982-5580**

does hereby grant, bargain, sell, convey and warrant unto

**City of Hattiesburg, Mississippi
A political subdivision of the State of Mississippi
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540**

the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Lot 3, Block 10 of the J.H. Bushman Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging

INDEXING INSTRUCTIONS: Lot 3, Block 10, J.H. Bushman Subdivision

This conveyance and the warranty hereof is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof is subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance and the warranty hereof is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof is subject to any and all Covenants and Restrictions of record.

All County and State ad valorem taxes for the current year shall be prorated between Grantor and Grantee and paid by Grantee.

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

R.A. Hudson, Grantor

STATE OF MISSISSIPPI

COUNTY OF _____

THIS DAY personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, R.A. Hudson, an unmarried individual, who acknowledged that she signed and delivered the above and foregoing WARRANTY DEED on the day and year herein shown as her free and voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

OWNER'S AFFIDAVIT AND INDEMNITY

The undersigned deponent (the "Deponent") having personally appeared before the undersigned notary public and first having been duly sworn according to law, says under oath, to the best of her knowledge:

1. Deponent is the owner ("Owner") of the real property located at 313 Willis Avenue, Hattiesburg, Mississippi (Lot 3, Block 10, J.H. Bushman Subdivision) ("Property").
2. Since acquiring ownership of the property, Owner's enjoyment thereof has been peaceable and undisturbed and the title to the Property has never been disputed, nor does Owner know of any facts by reason of which the title to, or possession of, the Property might be disputed or by reason of which any claim to any of said property might be asserted adversely to Owner.
3. No party other than Owner is in possession of all or any portion of the Property above described under any unrecorded leases, tenancy at will or otherwise.
4. Owner has conveyed no portion of the Property or done any act or allowed any act to be done which has changed or could change the boundaries of the Property.
5. Owner has allowed no encroachments on the Property above described by any adjoining land owners nor has Owner encroached upon any property of adjoining land owners.
6. Owner has allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the Property above described and has no knowledge of such adverse rights.
7. At present, and for a period of more than one (1) year past, no work, labor, or services, have been provided by any contractors, subcontractors, registered architects, professional engineers, or registered land surveyors on the Property and no materials have been delivered by any materialmen to the Property.
8. Owner has no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through the Property.
9. There are no pending suits, proceedings, judgments, liens or executions against Owner and which may effect the Property in any county in the State of Mississippi.
10. There are no bankruptcy proceedings in any court which have been or are being filed against or by Owner.

This Affidavit is given to induce **Jackson, Tullos & Rogers, PLLC** to issue a title opinion without exception for matters referenced above, and to **The City of Hattiesburg, Mississippi**, to

deliver good and valuable consideration for conveyance of the Property, and as an inducement therefor, Owner agrees to indemnify and hold **Jackson, Tullos & Rogers, PLLC**, and **The City of Hattiesburg, Mississippi**, harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said **Jackson, Tullos & Rogers, PLLC**, and/or **The City of Hattiesburg, Mississippi**, shall or may suffer or incur or become liable for, directly or indirectly, as a result of misrepresentation herewith.

Executed this the _____ day of _____, 2022.

R.A. Hudson

State of Mississippi
County of _____

Sworn and subscribed to before me, this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

Exterior-Only Inspection Residential Appraisal Report

File #118June22

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address313 Willis AvenueCityHattiesburgStateMSZip Code39401

OwnerRA HudsonIntended UserCity of HattiesburgCountyForrest

Legal DescriptionLot 3, Block 10, Section 15, Township 4N, Range 13W

Assessor's Parcel #2-038B-15-279.00Tax Year2022R. E. Taxes \$648

Neighborhood NameJ H Buschman SubdivisionMap ReferenceCensus Tract0006.00

Occupant

☐ Owner

☒ Tenant

☐ Vacant

Special Assessments \$

☐ PUD

HOA \$

☐ per year

☐ per month

Property Rights Appraised

☒ Fee Simple

☐ Leasehold

☐ Other (describe)

Intended UseTo establish market value for the fee simple interest in the property, as of the effective appraisal date, June 8, 2022

ClientCity of HattiesburgAddress200 Forrest Street, Hattiesburg, MS 39401

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal?

☐ Yes

☒ No

Report data source(s) used, offering price(s), and date(s).Public Records

I

☐ did

☒ did not

 analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$Date of ContractIs the property seller the owner of public record?

☐ Yes

☐ No

Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client?

☐ Yes

☒ No

If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Percent Land Use %	
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	50.0 %	
Built-Up	☐ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	20.0 %	
Growth	☐ Rapid	☐ Stable	☒ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	18	Low	New	Multi-Family 20.0 %	
Neighborhood BoundariesThe neighborhood is bordered to the north by Hall Avenue, to the east by Edwards Street, to the south by Tuscan Avenue, and to the west by West Railroad Street.								100	High	50	Commercial 5.0 %	
								50	Pred.	25	Other 5.0 %	
Neighborhood DescriptionThe neighborhood is located in the eastern portion of Hattiesburg, being east of West Pine Street and south of downtown. Uses in the neighborhood consists of mostly single-family residential, a large mutli-family complex operated by Hattiesburg Housing Authority, and William Carey University located on the southern portion of the neighborhood.												
Market Conditions (including support for the above conclusions)The property is located in an area of older single-family residential uses. The neighborhood outlook is considered to be stable.												

Dimensions50Fx100LSx50Rx100RSArea5000 sfShapeRectangularViewStreet; Interior Lot

Specific Zoning ClassificationR-1CZoning DescriptionSingle-family residential

Zoning Compliance

☒ Legal

☐ Legal Nonconforming (Grandfathered Use)

☐ No Zoning

☐ Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use?

☒ Yes

☐ No

If No, describe

UtilitiesPublicOther (describe)

Electricity

☐

☒ MS Power

Water

☒

☐ City

Gas

☐

☒ Spire

Sanitary Sewer

☒

☐ City

Off-site Improvements—TypePublicPrivate

StreetWillis Avenue

☒

☐

Alley

☐

☐

FEMA Special Flood Hazard Area

☐ Yes

☒ No

FEMA Flood ZoneXFEMA Map #28035C0108DFEMA Map Date3/02/2010

Are the utilities and off-site improvements typical for the market area?

☒ Yes

☐ No

If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?

☐ Yes

☒ No

If Yes, describe

Based on the limited inspection, I am not aware of any adverse site conditions or external factors were noted.

Source(s) Used for Physical Characteristics of Property

☒ Appraisal Files

☒ MLS

☒ Assessment and Tax Records

☒ Prior Inspection

☐ Property Owner

☐ Other (describe)

Data Source(s) for Gross Living AreaAssessment and Tax Records

General Description	General Description	Heating/Cooling	Amenities	Car Storage
Units ☒ One ☐ One with Accessory Unit	☒ Concrete Slab ☐ Crawl Space	☒ FWA ☐ HWBB	☐ Fireplace(s) # ☐ None	
# of Stories1	☐ Full Basement ☐ Finished	☐ Radiant	☐ Woodstove(s) #	☒ Driveway# of Cars2
Type ☒ Det. ☐ Att. ☐ S-Det./End Unit	☐ Partial Basement ☐ Finished	☐ Other	☐ Patio/Deck	Driveway SurfacePaved
☒ Existing ☐ Proposed ☐ Under Const.	Exterior WallsBrick Veneer	Fuel	☒ Porch	☐ Garage # of Cars
Design (Style)Farm	Roof SurfaceShingle	☒ Central Air Conditioning	☐ Pool	☒ Carport # of Cars1
Year Built1980	Gutters & DownspoutsNone	☐ Individual	☐ Fence	☒ Attached ☐ Detached
Effective Age (Yrs)35	Window TypeSingle-Pane	☐ Other	☐ Other	☐ Built-in
Appliances ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)				
Finished areaabove grade contains:Rooms3Bedrooms1.00Bath(s)1,025Square Feet of Gross Living Area Above Grade				
Additional features (special energy efficient items, etc.)None noted.				
Describe the condition of the property and data source(s) (including apparent needed repairs, deterioration, renovations, remodeling, etc.).				
As requested by the client, only an exterior inspection of the property was performed from the public right-of-way. The estimated effective age appeared to be near the actual age with some signs of deferred maintenance. The property is currently occupied. The construction qualities were noted from the tax assessor's records and limited inspection. As requested by the client, the interior of the property was not inpsected. It is an extraordinary assumption of this report, the interior quality and finishes are similar to the outside apperance with no required repairs for electrial, plumbing, HVAC, roof leaks, etc.				
Are there any apparent physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No				
If Yes, describe				
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe				

RMPF Form 2055 May 2007

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Zac Fairley Appraisals LLC

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Exterior-Only Inspection Residential Appraisal Report

File #118June22

There are seven comparable properties currently offered for sale in the subject neighborhood ranging in price from \$17,500 to \$85,000 .

There are 22 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$18,000 to \$96,500 .

FEATURE	SUBJECT	COMPARABLE SALE # 1				COMPARABLE SALE # 2				COMPARABLE SALE # 3			
313 Willis Avenue		1201 Dabbs Street				701 Katie Avenue				205 Frenda Avenue			
Address Hattiesburg, MS 39401		Hattiesburg, MS 39401				Hattiesburg, MS 39401				Hattiesburg, MS 39401			
Proximity to Subject		2 Blocks SE				3 Blocks North				2 Blocks SW			
Sale Price		\$		31,000		\$		35,000		\$		33,500	
Sale Price/Gross Liv. Area		\$ sq. ft.		29.16 sq. ft.		\$ sq. ft.		32.41 sq. ft.		\$ sq. ft.		29.78 sq. ft.	
Data Source(s)		MLS#127110				MLS#129034				MLS#127902			
Verification Source(s)		Selling Agent				Listing Agent				Listing Agent			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment	
Sale or Financing Concessions		Cash				Cash				Cash			
		None				None				None			
Date of Sale/Time		03/03/2022				05/02/2022				02/04/2022			
Location	Suburban	Suburban				Suburban				Suburban			
Leasehold/Fee Simple	Fee Simple	Fee Simple				Fee Simple				Fee Simple			
Site	5000 sf	5,500				10,740		-2,500		8,928		-2,500	
View	Street; Interior Lot	Street; Interior				Street; Interior Lot				Street; Interior Lot			
Design (Style)	Farm	Similar				Similar				Similar			
Quality of Construction	Brick Veneer	Vinyl Siding				Wood Siding				Brick Veneer			
Actual Age	42	1945				2008				1978			
Condition	Average	Good		-5,000		Average				Average			
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
Room Count	3 1.00	3 1			3 2	-1,200		3 1					
Gross Living Area	1,025 sq. ft.	1,063 sq. ft.			1,080 sq. ft.			1,125 sq. ft.					
Basement & Finished Rooms Below Grade	None	None				None				None			
	None	None				None				None			
Functional Utility	Residence	Residence				Residence				Residence			
Heating/Cooling	Central	Central				Central				Central			
Energy Efficient Items	None	None				None				None			
Garage/Carport	Carport	None		+1,500		None		+1,500		Carport			
Porch/Patio/Deck	Porch	Porch				Porch				Porch			
Net Adjustment (Total)		+ -		\$ -3,500		+ -		\$ -2,200		+ -		\$ -2,500	
Adjusted Sale Price of Comparables		Net Adj. 11.3 %				Net Adj. 6.3 %				Net Adj. 7.5 %			
		Gross Adj. 21.0 %		\$ 27,500		Gross Adj. 14.9 %		\$ 32,800		Gross Adj. 7.5 %		\$ 31,000	

I did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) MLS; Forrest County Tax Assessor's Records

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/06/2003	04/27/2020	None	None
Price of Prior Sale/Transfer	Unknown	\$10,000		
Data Source(s)	Tax Assessor Records	MLS#120045		
Effective Date of Data Source(s)	2/13/2020	6/09/2022		

Analysis of prior sale or transfer history of the subject property and comparable sales The subject was most recently listed for sale in July 2010. The property was marketed as a part of a 14 property liquadtion. It was listed at \$43,500 and on the market for 181 days prior to the listing expiring. We are not aware of any conveyances in ownership in the last three years. Sale 1 previously sold in April of 2020 for \$10,000. At the time of sale the property needed some minor repairs. The buyer installed a new roof and new air condition unit after purchase. The property resold in March of 2022 after 147 days on the market with an original list price of \$51,500 then being reduced to \$45,000 prior to selling at \$31,000.

Summary of Sales Comparison Approach All of the sales are recent, similar in construction, and located in close proximity to the subject. Prior to adjustments, the sale prices range from \$31,000 - \$35,000. Downward adjustments were made to Sale 1 for superior condition. All of the sales were adjusted based on their difference in size. Sales 2 and 3 were considered most similar and had adjusted values from \$31,000 - \$32,800. Considering all factors and based on my limited inspection, I conclude a market value of \$32,000 for the subject property.

Indicated Value by Sales Comparison Approach \$ 32,000

Indicated Value by: Sales Comparison Approach \$ 32,000 Cost Approach (if developed) \$ Income Approach (if developed) \$

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 32,000 , as of June 8, 2022 , which is the effective date of this appraisal.

RMPF Form 2055 May 2007

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Zac Fairley Appraisals LLC

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ADDITIONAL COMMENTS

COST APPROACH

INCOME

PROJECT INFORMATION

COST APPROACH TO VALUE

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$		
Source of cost data	Dwelling	1,025 Sq. Ft. @ \$	 = \$
Quality rating from cost service	Effective date of cost data	Sq. Ft. @ \$	 = \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			
	Garage/Carport	Sq. Ft. @ \$	 = \$
	Total Estimate of Cost-New = \$		
	Less	Physical Functional External	
	Depreciation		= \$()
	Depreciated Cost of Improvements = \$		
	"As-is" Value of Site Improvements = \$		
Estimated Remaining Economic Life (HUD and VA only)	Years	Indicated Value By Cost Approach = \$	

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent \$	X Gross Rent Multiplier	= \$	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)			

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?	☐ Yes ☐ No	Unit type(s)	☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.			
Legal name of project			
Total number of phases	Total number of units	Total number of units sold	
Total number of units rented	Total number of units for sale	Data Source(s)	
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion			
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)			
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.			
Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.			
Describe common elements and recreational facilities			

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) research, verify, and analyze data from reliable public and/or private sources, and (4) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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 visual inspection of the exterior areas of the subject property from at least the street. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the 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 not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

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

21. 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.

22. 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.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Zachary H. Fairley

Signature _____
Name Zachary H. Fairley
Company Name Zac Fairley Appraisals LLC
Company Address 84 North Of Fields,
Hattisburg, MS 39402
Telephone Number 601-466-2750
Email Address Zfappraiser@gmail.com
Date of Signature and Report 06/14/2022
Effective Date of Appraisal June 8, 2022
State Certification # GA-1418
or State License # _____
or Other (describe) _____ State # _____
State MS
Expiration Date of Certification or License 05/31/2024
ADDRESS OF PROPERTY APPRAISED
313 Willis Avenue
Hattiesburg, MS 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$ 32,000
CLIENT
Name Ann Jones, Chief Administrative Officer
Company Name City of Hattiesburg
Company Address 200 Forrest Street
Hattiesburg, MS 39401
Email Address annjones@hattiesburgms.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY
☐ Did not inspect exterior of subject property
☒ Did inspect exterior of subject property from street
Date of Inspection June 8, 2022

COMPARABLE SALES
☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

PHOTOGRAPH ADDENDUM

Borrower/Owner R. A. Hudson			
Property Address 313 Willis Avenue			
City Hattiesburg	County Forrest	State MS	Zip Code 39401
Client City of Hattiesburg			



COMPARABLE #1

1201 Dabbs Street
Hattiesburg, MS 39401

Price	\$31,000
Price/SF	\$29.16
Date	03/03/2022
Age	1,945
Room Count	0-3-1
Living Area	1,063
Value Indication	\$27,500



COMPARABLE #2

701 Katie Avenue
Hattiesburg, MS 39401

Price	\$35,000
Price/SF	\$32.41
Date	05/02/2022
Age	2,008
Room Count	0-3-2
Living Area	1,080
Value Indication	\$32,800



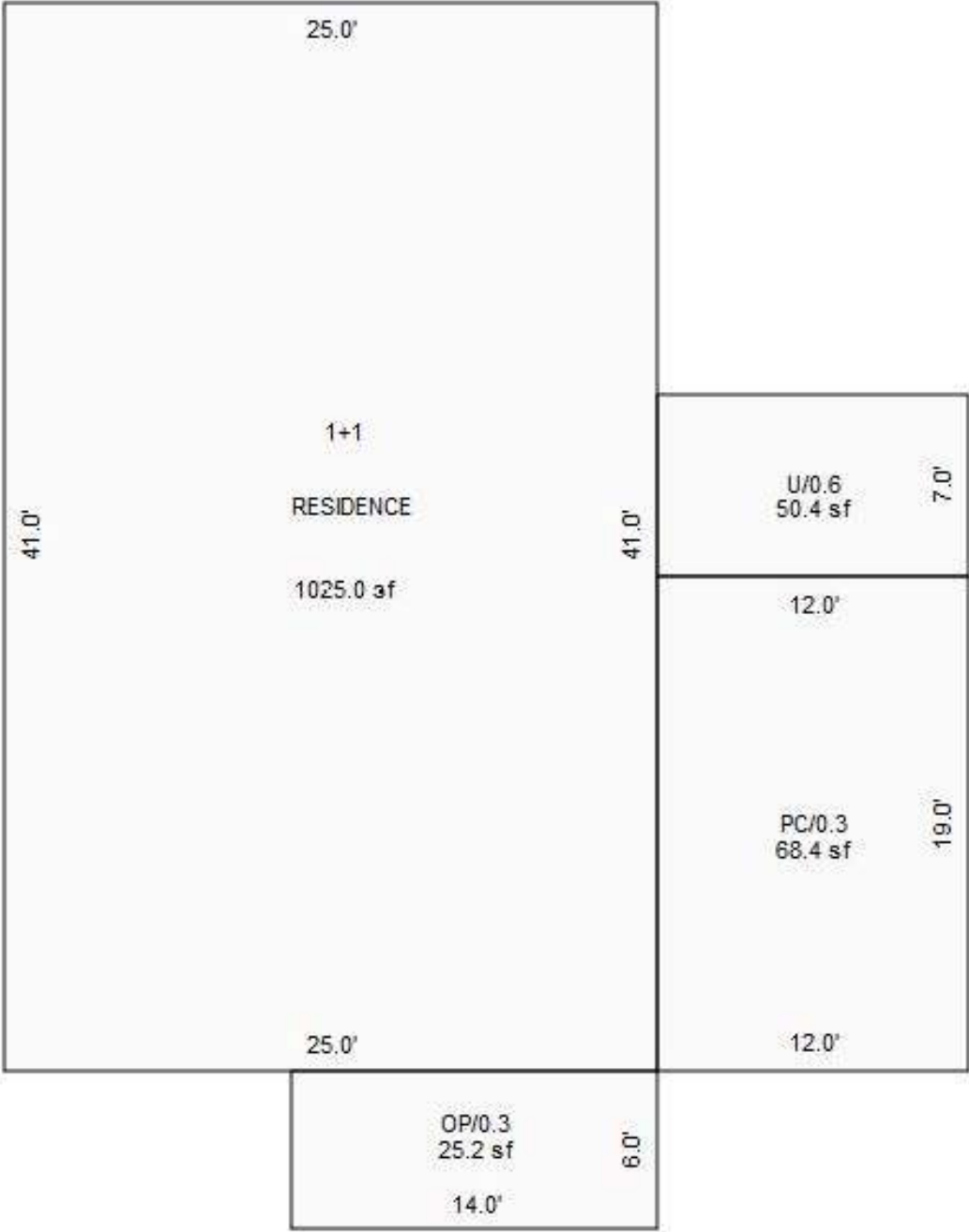
COMPARABLE #3

205 Frenda Avenue
Hattiesburg, MS 39401

Price	\$33,500
Price/SF	\$29.78
Date	02/04/2022
Age	1,978
Room Count	0-3-1
Living Area	1,125
Value Indication	\$31,000

SKETCH ADDENDUM

Borrower/Owner		R. A. Hudson	
Property Address		313 Willis Avenue	
City	Hattiesburg	County	Forrest
		State	MS
		Zip Code	39401
Client	City of Hattiesburg		



LOCATION MAP

Borrower/Owner R. A. Hudson

Property Address 313 Willis Avenue

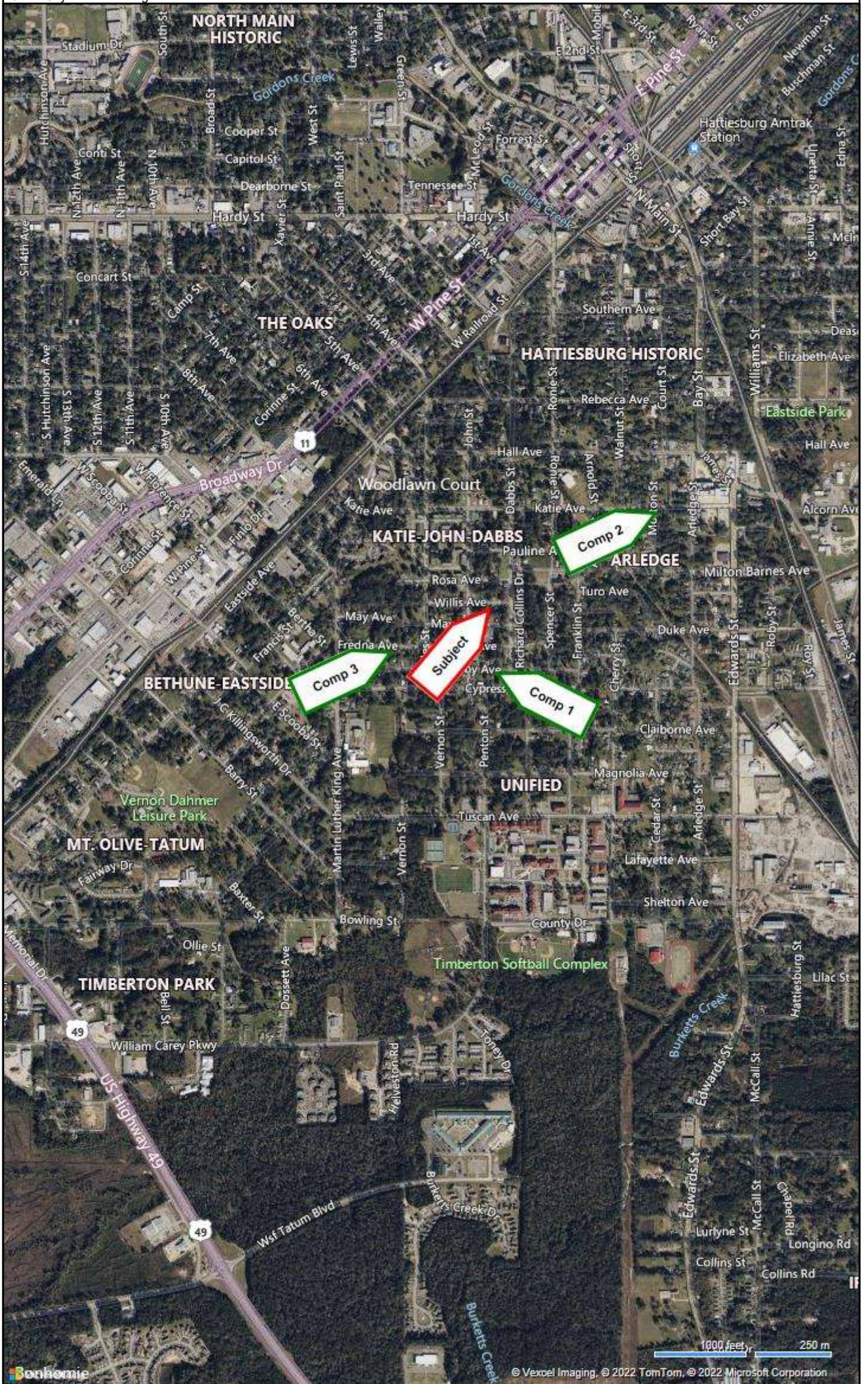
City Hattiesburg

County Forrest

State MS

Zip Code 39401

Client City of Hattiesburg



FLOOD MAP

Borrower/Owner	R. A. Hudson			
Property Address	313 Willis Avenue			
City	Hattiesburg	County	Forrest	State MS Zip Code 39401
Client	City of Hattiesburg			

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, L, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes, Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transsect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/21/2020 at 10:53:24 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PHOTOGRAPH ADDENDUM

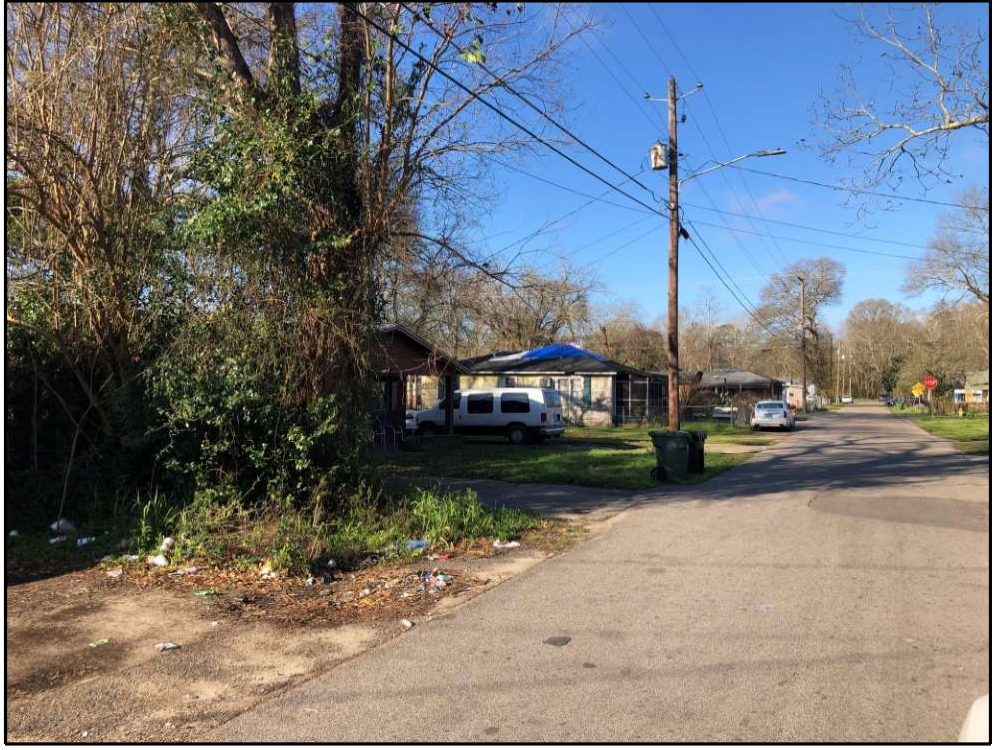
Borrower/Owner R. A. Hudson			
Property Address 313 Willis Avenue			
City Hattiesburg	County Forrest	State MS	Zip Code 39401
Client City of Hattiesburg			



Looking west along Willis Avenue with property to the left of photo.



Front of the subject property from Willis Avenue.



View along Willis Avenue

313 WILLIS Ave., Hattiesburg, MS 39401		80812 Residential Expired \$43,500	
<i>Provided as a courtesy of</i> Zac Fairley Zac Fairley Appraisals & Consulting 84 N. of Fields Hattiesburg, MS 39402 Office - (601) 466-2750 zfappraiser@gmail.com License #: LA-1868			
Co-op Broker:	2.4	Additional Compensation:	0
Exclusive Agency:	No	Realtor Ads:	No
Variable Commission:		No	
Contingent Remarks:		Sold Non-MLS:	
Sell Concession Amt:		Sold in Past 3 Yrs:	
Post Closing Remarks:		No	
1st Right of Refusal:		No	
SOLD SqFt.:			
Foreclosure:		Lender Short Sale:	
16th Section Land:	N	Area:	Hattiesburg Southeast
Pre-Construction:		Lot Dimensions:	50 x 100
Homestead Exempt:	Select One	Year Built:	1980
Licensed Builder:		Total Bedrooms:	3
Total Half Baths:	0	Approx. Sq. Ft.:	1001 - 1200 Sq. Ft.
Estimated SqFt:		City Limits:	
Type of Property:	Single Family		
School District:	Forrest County		
New - Complete Date:			
Total Bathrooms:	1		
Source for SqFt:			
Subdivision:	Buschman	County:	Forrest
Zoning:		Section:	15
Range:	13W	Ttl Annual Prop Tax:	790.11
Annual HOA Fee:	0	Historical District:	
Flood Zone:	No		
Township:	04N		
Tax Year:	2009		
Public Remarks: Great investment opportunity. Seller is liquidating multiple properties. This listing is part of that liquidation. All properties are occupied with renters. SELLER MAY OWNER FINANCE! For more information contact your realtor. PROPERTY IS SOLD AS IS! BUYER TO VERIFY. Private Remarks: Contact agent for schedule of rents. This property is part of a 14 property liquidation in the Hattiesburg area. Directions: Broadway Dr into W Pine St. then right onto 6th Ave then right onto John St. then right onto Willis Ave. Legal Description: Section 15 Township 04N Range 13W			
Sale/Rent: Sale Utility Info: Water Supplier: City; Electric Supplier: Mississippi Power; Gas Supplier: Willmut Gas; Sewer: City Stories: One Story Approximate Age: 21 - 30 Years Construction: Brick Veneer Foundation: Raised Floors: Carpet; Vinyl; Wood Roof: Composition Heat System: Other - See Remarks		Cooling System: Other - See Remarks Water/System: City Water Sewer: Other - See Remarks Specialty Rooms: Other - See Remarks Kitchen Features: None Ceiling Height: 8' +; 9' + Interior Features: None Garage: None Carport: None	
Exterior Features: None Community Amenities: None Leased Item: None Special Ownership: Other - See Remarks Lot Description: Subdivision Proposed Financing: Other - See Remarks Showing Instructions: Special Instructions Possession: At Closing; Cvr'd in Sales Cntrct			
Lot Acres:			
List Date:	01/13/2010	Days On Market:	181
Original List Price:	43,500	Status Change Date:	07/13/2010
List Price:		43,500	
LA: J. Price; License #: S-43047		LO: Vines Realty & Land; 2516 Old Hwy 24 Ste E Hattiesburg, MS 39402; heather.vines@hotmail.com	

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date **6/10/2022**Tax Year **2021****APPRAISAL INQUIRY**

PARCEL 2-038B-15-279.00 **ALT PARCEL NUMBER** 239 -0092-010-003.00
PPIN 013866 **SKETCH** 1 [VIEW 01](#)
OWNER NAME HUDSON R A
OWNER ADDRESS 128 W 8TH STREET
 HATTIESBURG MS39401
PROPERTY ADDRESS 313 WILLIS AVENUE
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/ 1/1982
CLASSED BY CH DATE: 1/ 1/1982
REVIEWED BY H/T DATE: 2/ 6/2017
REALTOR CODE

LEGAL DESCRIPTION

1 LT 3 BLK 10
 2 PREV #:H0092-10-003
 3 702/383 12/93 722/16 11/94

Block 010 Section 15 Township 04N Range 13W**Book 0916 Page 242 Type SW Date 8/ 6/2003****Book 0911 Page 154 Type ST Date 4/25/2003****LOT INFORMATION****LOT CODE** 0092 **LOT SIZE** 50.0 X 100 **LOT VALUE** 5340

<u>CODE</u>	<u>FRONT FT</u>	<u>DEPTH</u>	<u>PRICE</u>	<u>DEPTH TABLE</u>	<u>DEPTH %</u>	<u>ADJ. %</u>	<u>DESCRIPTION</u>	<u>ADJ PRICE</u>	<u>APPRAISED</u>	<u>CLASS</u>
0092	50.00	100	120.00	7	.89	1.00		106.80	5340	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE**OVERALL VALUE**

5340

LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT**LAND USE CODE CLASS 2** 1110 ONE FAMILY UNIT**BUILDING DESCRIPTIONS**

<u>NUMBER</u>	<u>CODE</u>	<u>BUILDING DESCRIPTION</u>	<u>VALUE</u>	<u>ELIGIBLE CLASS 1</u>
001	001	RESIDENCE	18060	Y

TOTAL PARCEL VALUE 23400[View Tax](#)
[Back](#)

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **6/10/2022****Tax Year 2021**Records Last Updated **6/ 9/2022**

OWNER HUDSON R A
128 W 8TH STREET
HATTIESBURG MS 39401

PROPERTY DETAIL

ACRES : **NA**
LAND VALUE : 5340
IMPROVEMENTS : 18060
TOTAL VALUE: 23400
ASSESSED : 3510

PARCEL 2-038B-15-279.00
ADDRESS 313 WILLIS AVENUE

TAX INFORMATION			
	YEAR 2021	TAX DUE	PAID
COUNTY		229.91	114.97
CITY		186.49	93.24
SCHOOL		231.94	115.96
			BALANCE
			117.81
			95.58
			118.88

TOTAL 648.34 324.17 332.27 **2.50% Penalty**

LAST PAYMENT DATE 2 / 2 / 2022

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL LT 3 BLK 10
HOMESTEAD CODE	None	PREV #:H0092-10-003
TAX DISTRICT	1110	702/383 12/93 722/16 11/94
PPIN	013866	BUSCHMAN J H SUBDIVISION
SECTION	15	
TOWNSHIP	04N	
RANGE	13W	
		B 0916 P 242 08/06/2003
Book 0916	Page 242	

[PURCHASE COUNTY TAX SALE FILES](#)
TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2014	MERRITT INC	8/23/2016 COMMUNITY BANK
2013	B & C FARM COMPANY	4/29/2016 COMMUNITY BANK

[View Appraisal Record](#)

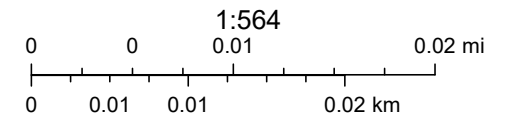
[Forrest County Home](#) |
 [Online Property Tax Payments](#) |
 [Online Personal Property Tax Payments](#) |
 [Online Mobile Home Tax Payments](#) |
 [Online Car Tag Payments](#)
[Privacy Policy](#) |
 [Terms of Use](#) |
 [Contact Us](#) |
 [Help](#)

313 Willis Ave.



6/14/2022, 11:09:28 AM

Parcels
 LOTLINE
Anno Imagery2015
 forrest_ms_ac
 forrest_ms_dim
 forrest_ms_parcelno



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013

Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:

05/25/2022

Expiration Date:

05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Authorize the administration to submit pre-application and application with the Natural Resources Conservation Services for an Emergency Watershed Protection (EWP) Project at Mixon Creek Site #5, Gordon Creek @ Old Bakery #3 and Elaine Circle and authorize the Mayor to execute any and all documents required for the project pre-application, application, and other required documents.
File Number: 2022-883
Minute Book #

Summary

Authorize the administration to submit pre-application and application with the Natural Resources Conservation Services for an Emergency Watershed Protection (EWP) Project at Mixon Creek Site #5, Gordon Creek @ Old Bakery #3 and Elaine Circle and authorize the Mayor to execute any and all documents required for the project pre-application, application, and other required documents.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 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

August 19, 2021

Kurt Readus, State Conservationist
Natural Resources Conservation Service
100 W. Capitol Street, Suite 1321
Jackson, MS 39269-1602

RE: Emergency Watershed Protection (EWP) Assistance Request

Dear Mr. Readus:

We are requesting Federal assistance under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act Of 1978, Public Law 95-334, to restore damages sustained in the **City of Hattiesburg** by the extreme rainfall that occurred during **June 19, 2021 (TS Claudette)** storm event. Roads, streams, utilities, and structures in our area were adversely impacted as a result of this storm event.

We understand that as sponsors of an Emergency Watershed Protection (EWP) Program project, our responsibilities will include acquiring land rights and potentially any permits needed for construction. We also agree to operate and maintain the proposed measures. We are prepared to provide local funding and support for the cost of construction work in dollars.

We have exhausted or have insufficient funding or other resources available to provide adequate relief from applicable hazards. We acknowledge that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of an agreement between NRCS and the sponsor.

The administrative and technical contact person for our organization is:

Lamar Rutland, Director of Engineering
Post Office Box 1898
Hattiesburg, Mississippi 39403

Thank you for your consideration of our request.

Sincerely,

Toby Barker
Mayor, City of Hattiesburg

RECIPIENT CONTACT INFORMATION

RECIPIENT ORGANIZATION NAME: City of Hattiesburg

Recipient Project Manager for Agreement
Name:
Title:
Street Address:
City:
Zip Code:
PO Box:
Zip Code:
Office Phone:
Cell Phone:
Fax Number:
Email Address:

Recipient Financial Point of Contact
Name:
Title:
Street Address:
City:
Zip Code:
PO Box:
Zip Code:
Office Phone:
Cell Phone:
Fax Number:
Email Address:

Recipient Official Authorized to Sign the Agreement
Name:
Title:
Street Address:
City:
Zip Code:
PO Box:
Zip Code:
Office Phone:
Cell Phone:
Fax Number:
Email Address:

Approved EWP Site Agreement Package Instructions and Checklist for Sponsors Federal Contract

Sponsor: City of Hattiesburg

EWP Site Name: Mixon Creek Site #5, Gordon Creek @ Old Bakery #3 and Elaine Circle Site

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions:

____ **1. NRCS-ADS-78:** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **2. Title of Opinion:** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **3. Operation and Maintenance Agreement:** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **4. Operation and Maintenance Plan:** This two page document should simply be reviewed by the sponsor and returned.

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above electronically to Norman Patterson as follows: norman.patterson@ms.usda.gov

Or mail to: Natural Resources Conservation Service
ATTN: Norman Patterson
113 Fairfield Suite 110
Hattiesburg,

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 28-04-21-5306-309, 28-04-21-5306-308 and 28-04-21-5306-307

Identity of improvement or development: Erosion Control

Location: Forrest Co. – Site(s): Mixon Creek Site #5, Gordon Creek @ Old Bakery #3 and Elaine Circle Site

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

City of Hattiesburg

(Name of Sponsor)

By: _____
(Signature)

Title: _____

Date: _____

This action is authorized at an official meeting
of the _____

on ____ day of _____, 20____

State of Mississippi

Attest

(Name)

(Title)

SAMPLE-
PLEASE TYPE ON ATTORNEY'S LETTERHEAD

"TITLE OF OPINION"

TO: USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39269

RE: **City of Hattiesburg (MS):**

Mixon Creek Site #5, Gordon Creek @ Old Bakery #3 and Elaine Circle Site (Forrest County):

As attorney for and on behalf of the _____, I
(Sponsor)

hereby certify that I have examined the real property instruments and files that relate to the right-of-way of the sponsors to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.

Attorney -

Date

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Hattiesburg (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Mixon Creek Site #5, Gordon Creek @ Old Bakery #3 and Elaine Circle Site

I. OPERATIONS

- A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:
 - 1. In compliance with applicable Federal, State and local laws;
 - 2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
 - 3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
 - 4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.
- B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.
- C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.
- D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

- A. The Sponsor(s) will:
 - 1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.

2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.
- B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

- A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).
- B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

- A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).
- B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

- A. The Sponsor(s) will:
1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.
 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.
- B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.
- C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.
- D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: **City of Hattiesburg (MS)**

By: _____ Title: _____ Date: _____

This action was authorized at an official meeting of the Sponsor named immediately above on _____ at _____

Attest: _____ Title: _____

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____ Date: _____

OPERATION AND MAINTENANCE PLAN

City of Hattiesburg

Mixon Creek Site #5

Gordon Creek @ Old Bakery #3

Elaine Circle Site

I. Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II. Maintenance

A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained alongside the channel for easy maintenance.

B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation:

a. Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.

b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.

c. Fertilize vegetation as required to maintain a vigorous stand.

d. Control grazing to insure proper vegetative cover.

e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined

a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.

b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.

c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.

d. Keep access roads for maintenance and maintenance travel ways in usable condition.

e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.

f. Renovate channel banks damaged by storm flow.

g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

C. The estimated average annual cost of providing the necessary maintenance for this measure is \$200.00. Funds to finance this cost will be provided by the City of Hattiesburg, from general tax revenues.

- D. The **City of Hattiesburg** will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.
- The **City of Hattiesburg**, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.
- E. The measure will be inspected at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items.
1. Stability of channel grades and side slopes
 2. Excessive sedimentation
 3. Condition of rip-rapped areas
 4. Obstructions and undesirable vegetative growth
 5. Scour at bridge piers, abutments and other adjacent property
 6. Severity of erosion of berms and undesirable vegetative growth
 7. Condition of cleared and snagged areas
 8. Condition of fences and gates
- F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.
- G. The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.
- H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.
- I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Sponsor Name Here

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

*** c. Organizational DUNS:**

d. Address:

*** Street1:**

Street2:

*** City:**

County/Parish:

*** State:**

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Middle Name:

*** Last Name:**

Suffix:

Title:

Organizational Affiliation:

*** Telephone Number:**

Fax Number:

*** Email:**

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

USDA, Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

10.923

CFDA Title:

Emergency Watershed Protection Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☐ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

 USA: UNITED STATES

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☐ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

INSTRUCTIONS FOR THE SF-424

This is a standard form required for use as a cover sheet for submission of pre-applications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the federal agency (agency). Required fields on the form are identified with an asterisk (*) and are also specified as "Required" in the instructions below. In addition to these instructions, applicants must consult agency instructions to determine other specific requirements.

Item	Entry:	Item:	Entry:
1.	Type of Submission: (Required) Select one type of submission in accordance with agency instructions. • Pre-application • Application • Changed/Corrected Application – Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date.	10.	Name Of Federal Agency: (Required) Enter the name of the federal agency from which assistance is being requested with this application.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award D. Decrease Duration B. Decrease Award E. Other (specify) C. Increase Duration	11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable.	13.	Competition Identification Number/Title: Enter the competition identification number and title of the competition under which assistance is requested, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the federal agency, if any.	14.	Areas Affected By Project: This data element is intended for use only by programs for which the area(s) affected are likely to be different than the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre-applications, attach a summary description of the project.
6.	Date Received by State: Leave this field blank. This date will be assigned by the state, if applicable.		
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the state, if applicable.		
8.	Applicant Information: Enter the following in accordance with agency instructions:		
	a. Legal Name: (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the organization that has registered with the Central Contractor Registry (CCR). Information on registering with CCR may be obtained by visiting www.Grants.gov .	16.	Congressional Districts Of: 15a. (Required) Enter the applicant's congressional district. 15b. Enter all district(s) affected by the program or project. Enter in the format: 2 characters state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12 district, NC-103 for North Carolina's 103 district. If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. If nationwide, i.e. all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00-000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Attach an additional list of program/project congressional districts, if needed.
	b. Employer/Taxpayer Number (EIN/TIN): (Required) Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
	c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting www.Grants.gov .	18.	Estimated Funding: (Required) Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
	d. Address: Enter address: Street 1 (Required); city (Required); County/Parish, State (Required if country is US), Province, Country (Required), 9-digit zip/postal code (Required if country US).	19.	Is Application Subject to Review by State Under Executive Order 12372 Process? (Required) Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
		20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include; but, may not be limited to: delinquent audit disallowances, loans and taxes. If yes, include an explanation in an attachment.

	e. Organizational Unit: Enter the name of the primary organizational unit, department or division that will undertake the assistance activity.		21.	Authorized Representative: To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (Required); prefix, middle name, suffix. Enter title, telephone number, email (Required); and fax number. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.)
	f. Name and contact information of person to be contacted on matters involving this application: Enter the first and last name (Required); prefix, middle name, suffix, title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone number and email (Required); fax number.			
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.			
	A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify)		

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of Report: 9/14/2021

DSR Number: 28-04-21-5306-308 Project Number: Old Bakery #3

NRCS Entry Only

Eligible: Yes

Approved: Yes

Funding Priority Number: 3e

Limited Resource Area: No

Section 1B Sponsor Information

Sponsor Name: City of Hattiesburg

Address: P.O. Box 1898

City/State/Zip: Hattiesburg, MS 39403

Telephone Number: (601) 545-4540

Fax:

Section 1C Site Location Information

County: Forrest

State: Mississippi (28)

Congressional District: District ()

Latitude: 31.3246

Longitude: -89.2862

Section: 10

Township: T0040N

Range: 0130W0

UTM Coordinates: UTM Zone 16

Drainage Name: Beaumont-Leaf River

Reach:

Damage Description: [Click here to enter text.](#)

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	Yes	No	Remarks
Damage was a result of a natural disaster?	x		
Recovery measures would be for runoff retardation or soil erosion prevention?	x		
Threat to life and/or property?	x		
Event caused a sudden impairment in the watershed?*	x		
Imminent threat was created by this event?	x		
For structural repairs, not repaired twice within ten years?	x		
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action	x		
Proposed action technically viable?	x		

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP Program and its possible effects? Yes

Comments:

* Statutory

DSR NO: Gordon Creek @ Old Bakery #3

** Regulation

*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A: Protect homes with grouted rock riprap

Total installation cost identified in this DSR: Section 3: \$263,000

Section 1F NRCS State Office Review and Approval

Reviewed By: MATTHEW GONG
State EWP Program Manager

Date Reviewed: 9/10/2021

Approved By: MICHAEL CARR
State Conservationist

Date Approved: 9/13/2021

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant from the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Protect homes with grouted rock riprap		
		2D Effects of Alternatives		

DSR NO: Gordon Creek @ Old Bakery #3

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.		x	x	x
Coastal Zone Management Areas		x	x	x
Coral Reefs		x	x	x
Cultural Resources		x	x	x
Endangered and Threatened Species		x	x	x
Environmental Justice		x	x	x
Essential Fish Habitat		x	x	x
Fish and Wildlife Coordination		x	x	x
Floodplain Management		x	x	x
Invasive Species		x	x	x
Migratory Birds		x	x	x
Natural Areas		x	x	x
Prime and Unique Farmlands		x	x	x
Riparian Areas		x	x	x
Scenic Beauty		x	x	x
Wetlands		x	x	x
Wild and Scenic Rivers		x	x	x

Completed By: NORMAN PATTERSON

Date: 8/19/2021

DSR NO: Gordon Creek @ Old Bakery #3

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
3 houses	\$750,000.00	75%	\$562,500.00
Properties Protected (Public)			
Business Losses			
Other			
Total Near Term Damage Reduction			\$562,500
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			\$299,500

Completed By: NORMAN PATTERSON

Date: 8/19/2021

Section 2G Social Consideration This section must be completed by each alternative considered**(Attach additional sheets as necessary).**

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?		x	
Is there the potential for loss of life due to damages from the watershed impairment?		x	
Has access to a hospital or medical facility been impaired by watershed impairment?		x	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	x		
Is there a lack or has there been a reduction of public safety due to watershed impairment?	x		

Completed By: NORMAN PATTERSON

Date: 8/19/2021

Section 2H Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	0
American Indian/Alaska Native Female Non-Hispanic	72
American Indian/Alaska Native Male Hispanic	0
American Indian/Alaska Native Male Non-Hispanic	40
Asian Female Hispanic	0
Asian Female Non-Hispanic	235
Asian Male Hispanic	0
Asian Male Non-Hispanic	205
Black or African American Female Hispanic	0
Black or African American Female Non-Hispanic	14091
Black or African American Male Hispanic	0
Black or African American Male Non-Hispanic	10300
Hawaiian Native/Pacific Islander Female Hispanic	0
Hawaiian Native/Pacific Islander Female Non-Hispanic	18
Hawaiian Native/Pacific Islander Male Hispanic	0
Hawaiian Native/Pacific Islander Male Non-Hispanic	10
White Female Hispanic	1031
White Female Non-Hispanic	10206
White Male Hispanic	721
White Male Non-Hispanic	9060
Total	45989

Census tract(s) 2010

Completed By: NORMAN PATTERSON

Date: 8/19/2021

DSR NO: Gordon Creek @ Old Bakery #3

Section 2I. Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:
Mitigation Description:
Agencies, persons, and references consulted, or to be consulted:

Section 3 Engineering Cost Estimate

Completed By: NORMAN PATTERSON

Date: 8/19/2021

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Mob & DeMob	1	LS	\$10,000.00	\$10,000.00
Earthfill (Off-Site)	100	CY	\$20.00	\$2,000.00
Rock Rip Rap	1800	CY	\$100.00	\$180,000.00
Concrete Grout	300	CY	\$200.00	\$60,000.00
Geotextile	2000	CY	\$3.00	\$6,000.00
Protective Cover	1	LS	\$5,000.00	\$5,000.00
			Total	\$263,000

Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet		Other (Specify)

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?		x		
2. Is this a site where there is serious, but not immediate threat to human life?		x		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	x			
4. Is this site a funding priority established by the NRCS Chief?		x		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			x	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

_____ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)
Chapter _____
Chapter _____
Chapter _____
Chapter _____
Chapter _____

_____ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date:

NRCS representative of the DSR team

Title: _____ Date: _____

Section 5B Comments:

Section 5C

Sponsor Concurrence:

Sponsor Representative

Title: _____ Date: _____

Section 6 Attachments:

- A. Location Map
- B. Site Plan or Sketches
- C. Other (explain)

Section Attachments

A. Site Location Aerial Map

B. Site Location Damage Photo

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	

	Explanation of Requested Item	Who Completes
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to <u>briefly</u> describe the effects of the alternatives to the proposed action including the “no action” alternative. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bioengineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization). Do not leave blanks where a consideration is not applicable, use NA to indicate the factor was considered but not applicable for the alternative.	alternatives.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction footprint (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the “no action” alternative, and any other alternatives being considered. The “no action” alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other	

NRCS completes with instructions for
Sponsor. **INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR**

2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required, and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern	
2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSI team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near-Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near-Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes.

2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
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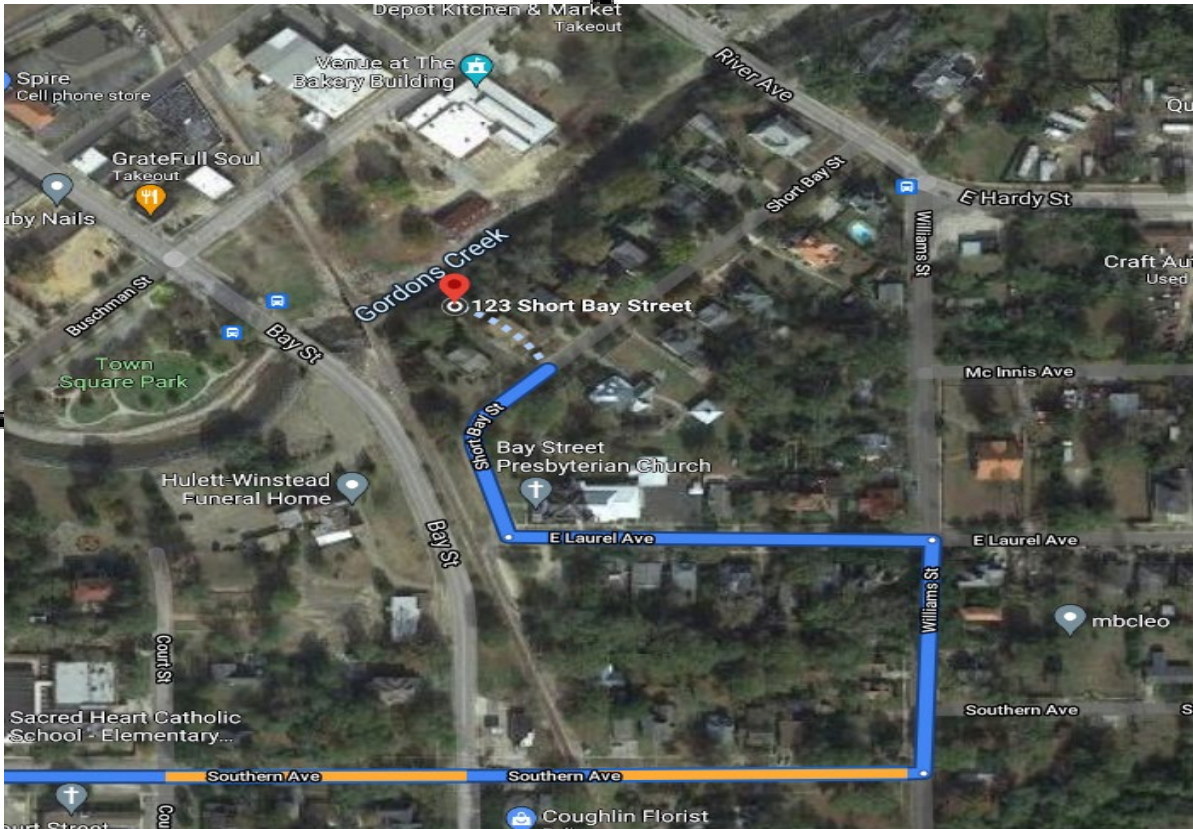
	Explanation of Requested Item	Who Completes
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 4	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.
Section 6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

City of Hattiesburg

Old Bakery Site #3



5909 US 49

Hattiesburg, MS 39401

- ↑ Head southeast on US 49 S
0.5 mi
- ↩ Turn left onto W Pine St
1.7 mi
- ↪ Turn right onto 2nd Ave
0.1 mi
- ↑ Continue onto Southern Ave
0.5 mi
- ↩ Turn left onto Williams St
463 ft
- ↩ Turn left onto E Laurel Ave
0.1 mi
- ↪ E Laurel Ave turns right and becomes Short Bay St
[Destination will be on the left](#)
384 ft

Hattiesburg Public School District

Hattiesburg, MS



SITE LOCATION

Location:

S10 T4N R13W

GPS Coordinates:

31°19'28.2"N 89°17'10.9"W

DSR 28-04-21-5306-308

BY: N. PATTERSON

8/10/2021

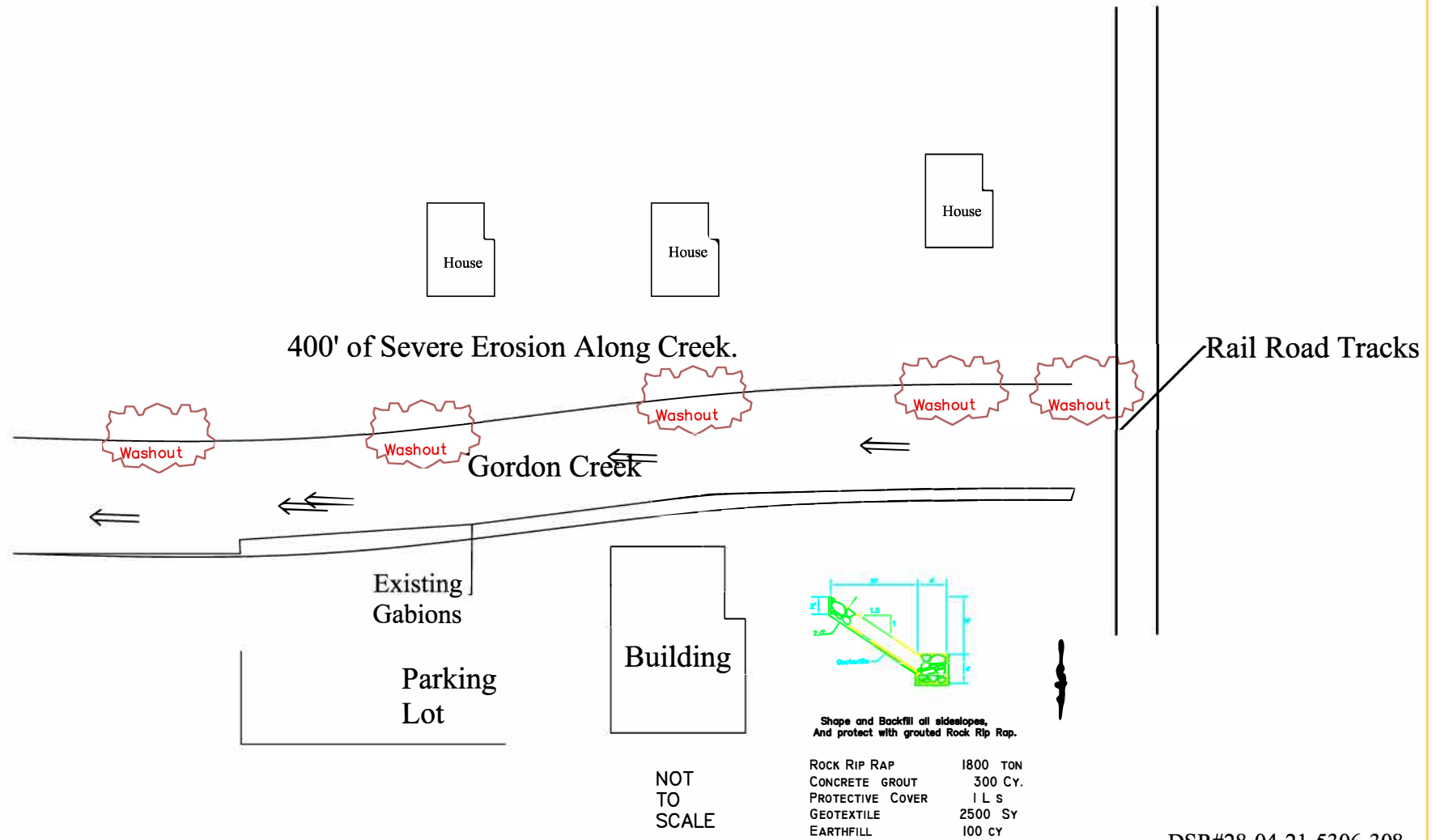
28-04-21-5306-308

City of Hattiesburg

Old Bakery #3 (Gordon Creek)

31°19'28.2"N 89°17'10.9"W





GPS COORDINATES

N 31.324486
W-89.286367

DSR#28-04-21-5306-308

City of Hattiesburg E.W.P.
Gordon Creek @Old Bakery Site#3

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Designed by	Scale	Approved by
Drawn		Title
Traced		Check
Checked		Drawn by

R.S.

U.S. Department of Agriculture Natural Resources Conservation Service		NRCS-CPA-52 11/2019		A. Client Name: Hattiesburg			
ENVIRONMENTAL EVALUATION WORKSHEET				B. Conservation Plan ID # (as applicable) Town of _____ Program Authority (optional): Emergency Watershed Program			
				C. Identification # (farm, tract, field #, etc. as required): DSR#28-04-21-5306-308 Old Bakery Site			
D. Client's Objective(s) (purpose): Project Sponsor wishes to stabilize and protect eroding stream bank to limit threats to public safety. This will protect and prevent damage to roads, utilities, and personal property.							
E. Need for Action: Streambank degradation, gullyng, and slope failure have caused extensive sloughing to banks endangering roads, utilities, and/or public property. Slopes needs to be stabilized using rock riprap.		H. Alternatives					
		No Action ✓ if RMS ☐		Alternative 1 ✓ if RMS ☐			
		Further degradation of streambank resulting in further erosion and decreased water quality due to sedimentation and silting in Creek. Continued threat to public safety.		Stabilize and protect streambank and slope failure utilizing rock rip-rap and rock dike bank stabilization and protection.			
Resource Concerns							
In Section "F" below, analyze, record, and address concerns identified through the Resources Inventory process. (See FOTG Section III - Resource Planning Criteria for guidance).							
F. Resource Concerns and Existing/ Benchmark Conditions (Analyze and record the existing/benchmark conditions for each identified concern)		I. Effects of Alternatives					
		No Action		Alternative 1		Alternative 2	
		Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC
SOIL							
Bank erosion from streams, shorelines or water conveyance channels. Significant erosion is occurring at site due to slope failure and streambank sloughing.		Significant erosion and streambank sloughage will continue unchecked.	☐ NOT meet PC	Repair of slope failure and streambank stabilization using rock rip-rap and stone dikes will stop or reduce erosion.	☐ NOT meet PC	☐ NOT meet PC	
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F. Resource Concerns and Existing/ Benchmark Conditions (Analyze and record the existing/benchmark conditions for each identified concern)	I. (continued)					
	No Action		Alternative 1		Alternative 2	
	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC
AIR						
No resource concern identified		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
PLANTS						
No resource concern identified		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
ANIMALS						
Aquatic habitat for fish and other organisms Siltation and sedimentation is degrading aquatic habitat in stream.	Continued erosion will continue degrading aquatic habitat via siltation downstream.	☐ NOT meet PC	Stabilization will significantly decrease sedimentation and subsequent degradation of aquatic habitat downstream. Habitat degradation will be abated.	☐ NOT meet PC		☐ NOT meet PC
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ENERGY						
No resource concern identified		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
Human Economic and Social Considerations						
Public Health and Safety Bank sloughage is endangering public safety.	Continued endangerment of public safety. Total failure could cause loss of property and life.		Repair and stabilization will negate public health and safety issues.			
Risk Local government may have to assume liability risk.	Slope sloughage and loss of bank is causing liability for undue risk or injury.		Repair and stabilization will negate liability issues.			
Management Level Repairs after each storm event are causing increased mgmt.	Management level will continue to be high and increase if bank is not repaired and stabilized.		Repair and stabilization will decrease need for further actions and management.			

Special Environmental Concerns: Environmental Laws, Executive Orders, policies, etc.						
In Section "G" complete and attach Environmental Procedures Guide Sheets for documentation as applicable. Items with a "●" may require a federal permit or consultation/coordination between the lead agency and another government agency. In these cases, effects may need to be determined in consultation with another agency. Planning and practice implementation may proceed for practices not involved in consultation.						
G. Special Environmental Concerns (Document existing/ benchmark conditions)	J. Impacts to Special Environmental Concerns					
	No Action		Alternative 1		Alternative 2	
	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action
●Clean Air Act Guide Sheet No known air pollutants.	No Effect	☐	No Effect	☐		☐
●Clean Water Act / Waters of the U.S. Guide Sheet Stream is likely CWA "other water".	No Effect	☐	May Effect Proposed EWP work is covered under NWP 37, pre construction notice and verification letter from Corps required.	☐		☐
●Coastal Zone Management Guide Sheet	No Effect	☐	No Effect	☐		☐
Coral Reefs Guide Sheet None present.	No Effect	☐	No Effect	☐		☐
●Cultural Resources / Historic Properties Guide Sheet No known CR, CR database needs to be reviewed.	No Effect	☐	Unknown Proposed work should be reviewed by cultural resource specialist.	☐		☐
●Endangered and Threatened Species Guide Sheet No known T&E species at stream site.	No Effect	☐	No Effect See Additional Notes section at bottom.	☐		☐
Environmental Justice Guide Sheet Local Government entity is Sponsor.	No Effect	☐	No Effect All populations will benefit from proposed work and local government entity represent all public.	☐		☐
●Essential Fish Habitat Guide Sheet Not located in/near designated essential fish habitat.	No Effect	☐	No Effect	☐		☐
Floodplain Management Guide Sheet	May Effect Further bank sloughage could cause increased flooding downstream.	☐	No Effect Bank stabilization will not cause increased flooding & will increase natural values downstream.	☐		☐
Invasive Species Guide Sheet No invasive species present.	No Effect	☐	No Effect	☐		☐
●Migratory Birds/Bald and Golden Eagle Protection Act Guide Sheet No eagle nests in area. Other migratory species present.	No Effect	☐	May Effect Minor required brush/tree removal could result in incidental take of migratory bird, nest or egg. Take would not negatively affect populations.	☐		☐
Natural Areas Guide Sheet Not located in/near designated natural area.	No Effect	☐	No Effect	☐		☐
Prime and Unique Farmlands Guide Sheet Not located in prime or unique farmland.	No Effect	☐	No Effect	☐		☐
Riparian Area Guide Sheet	May Effect Increased sedimentation and decreased water quality.	☐	No Effect Project will protect riparian area and improve water quality and fish & wildlife benefits.	☐		☐
Scenic Beauty Guide Sheet	May Effect Continued erosion will detract from scenic quality of the general landscape.	☐	No Effect Proposed work will maintain scenic quality of the general landscape.	☐		☐

•Wetlands Guide Sheet No wetlands are present at immediate site.	No Effect	☐	No Effect	☐		☐
•Wild and Scenic Rivers Guide Sheet No rivers or designated rivers nearby.	No Effect	☐	No Effect	☐		☐
K. Other Agencies and Broad Public Concerns	No Action		Alternative 1		Alternative 2	
Easements, Permissions, Public Review, or Permits Required and Agencies Consulted.	NA		Pre construction notice to USACE required for CWA NWP 37.			
Cumulative Effects Narrative (Describe the cumulative impacts considered, including past, present and known future actions regardless of who performed the actions)	No action could result in increased detriment downstream and decreased scenic beauty. Further degradation will result in increased hazards to public safety.		Proposed work will negate effects of no action.			
L. Mitigation (Record actions to avoid, minimize, and compensate)	NA		NA			
M. Preferred Alternative	y preferred alternative ☐ Supporting reason	☐	☒ Proposed work will decrease erosion, increase water quality, preserve scenic beauty of the landscape, and decrease public safety threats.	☒	☐	
N. Context (Record context of alternatives analysis)		local				
The significance of an action must be analyzed in several contexts such as society as a whole (human, national), the affected region, the affected interests, and the locality.						
O. To the best of my knowledge, the data shown on this form is accurate and complete:						
In the case where a non-NRCS person (e.g. a TSP) assists with planning they are to sign the first signature block and then NRCS is to sign the second block to verify the information's accuracy.						
Signature (TSP if applicable)  Signature (NRCS)		Title Wildlife Biologist		Date 8/17/2021		
If preferred alternative is not a federal action where NRCS has control or responsibility and this NRCS-CPA-52 is shared with someone other than the client then indicate to whom this is being provided.						
The following sections are to be completed by the Responsible Federal Official (RFO)						
NRCS is the RFO if the action is subject to NRCS control and responsibility (e.g., actions financed, funded, assisted, conducted, regulated, or approved by NRCS). These actions do not include situations in which NRCS is only providing technical assistance because NRCS cannot control what the client ultimately does with that assistance and situations where NRCS is making a technical determination (such as Farm Bill HEL or wetland determinations) not associated with the planning process.						
P. Determination of Significance or Extraordinary Circumstances						
To answer the questions below, consider the severity (intensity) of impacts in the contexts identified above. Impacts may be both beneficial and adverse. A significant effect may exist even if the Federal agency believes that on balance the effect will be beneficial. Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts.						
If you answer ANY of the below questions "yes" then contact the State Environmental Liaison as there may be extraordinary circumstances and significance issues to consider and a site specific NEPA analysis may be required.						
Yes	No					
☐	☒	• Is the preferred alternative expected to cause significant effects on public health or safety?				
☐	☒	• Is the preferred alternative expected to significantly affect unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas?				
☐	☒	• Are the effects of the preferred alternative on the quality of the human environment likely to be highly controversial?				
☐	☒	• Does the preferred alternative have highly uncertain effects or involve unique or unknown risks on the human environment?				
☐	☒	• Does the preferred alternative establish a precedent for future actions with significant impacts or represent a decision in principle about a future consideration?				
☐	☒	• Is the preferred alternative known or reasonably expected to have potentially significant environment impacts to the quality of the human environment either individually or cumulatively over time?				
☐	☒	• Will the preferred alternative likely have a significant adverse effect on ANY of the special environmental concerns? Use the Evaluation Procedure Guide Sheets to assist in this determination. This includes, but is not limited to, concerns such as cultural or historical resources, endangered and threatened species, environmental justice, wetlands, floodplains, coastal zones, coral reefs, essential fish habitat, wild and scenic rivers, clean air, riparian areas, natural areas, and invasive species.				
☐	☒	• Will the preferred alternative threaten a violation of Federal, State, or local law or requirements for the protection of the environment?				

Q. NEPA Compliance Finding (check one)		
The preferred alternative:		Action required
☐	1) is not a federal action where the agency has control or responsibility.	Document in "R.1" below. No additional analysis is required
☐	2) is a federal action ALL of which is categorically excluded from further environmental analysis AND there are no extraordinary circumstances as identified in Section "O" .	Document in "R.2" below. No additional analysis is required
☒	3) is a federal action that has been sufficiently analyzed in an existing Agency state, regional, or national NEPA document and there are no predicted <u>significant adverse environmental effects or extraordinary circumstances</u> .	Document in "R.1" below. No additional analysis is required.
☐	4) is a federal action that has been sufficiently analyzed in another Federal agency's NEPA document (EA or EIS) that addresses the proposed NRCS action and its' effects and has been formally adopted by NRCS . NRCS is required to prepare and publish its own Finding of No Significant Impact for an EA or Record of Decision for an EIS when adopting another agency's EA or EIS document. (Note: This box is not applicable to FSA)	Contact the State Environmental Liaison for list of NEPA documents formally adopted and available for tiering. Document in "R.1" below. No additional analysis is required
☐	5) is a federal action that has NOT been sufficiently analyzed or may involve predicted significant adverse environmental effects or extraordinary circumstances and may require an EA or EIS.	Contact the State Environmental Liaison. Further NEPA analysis required.

R. Rationale Supporting the Finding	
R.1 Findings Documentation	Emergency Watershed Protection Program, Natural Resources Conservation Service, Programmatic Environmental Impact Statement, April 2005
R.2 Applicable Categorical Exclusion(s) (more than one may apply)	
7 CFR Part 650 <i>Compliance With NEPA</i> , subpart 650.6 <i>Categorical Exclusions</i> states prior to determining that a proposed action is categorically excluded under paragraph (d) of this section, the proposed action must meet six sidebar criteria. See NECH 610.116.	

I have considered the effects of the alternatives on the Resource Concerns, Economic and Social Considerations, Special Environmental Concerns, and Extraordinary Circumstances as defined by Agency regulation and policy and based on that made the finding indicated above.

S. Signature of Responsible Federal Official:		
Wildlife Biologist		
_____ Signature	_____ Title	_____ Date

Additional notes
Per NRCS programmatic consultation with the U.S. Fish and Wildlife Service (FWS), it has been determined that the conservation practices listed in Section H – Alternative 1 of this EE worksheet will have no effect on eight federally listed species or their critical habitats because these practices are not used in areas where the following species or critical habitat occur: interior least tern, red knot, piping plover, green sea turtle, Kemp's ridley sea turtle, leatherback sea turtle, loggerhead sea turtle, and West Indian manatee. It was also determined that installation of these conservation practices "may affect, but are not likely to adversely affect" the wood stork. Practices that create or improve foraging wetland habitat for wood storks, will have a beneficial effect on this species.

**ENDANGERED AND THREATENED SPECIES
NECH 610.26
Evaluation Procedure Guide Sheet**

Client/Plan Information:

Hattiesburg

Check all that apply to this

☐ Alternative 1

Guide Sheet review:

☐ Alternative 2

☐ Other

Emergency Watershed Program

DSR#28-04-21-5306-308 Old Bakery Site

STEP 1.

Are protected species or their habitat present in the area of potential effect?

Note: protected species include federally listed, proposed, and candidate species, as well as State and Tribal species protected by law or regulation. In addition, if a species' listing or status changes before implementation, you must complete this review again.

☐ No

If "No," document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ Yes

If "Yes," document the species and relevant benchmark data on NRCS-CPA-52, then proceed to the applicable section(s) listed below:

- Section 1- Federally listed endangered or threatened species/habitats
- Section 2- Federally proposed species/habitats
- Section 3- Federal candidate species/habitats
- Section 4- State/Tribal species/habitats

SECTION 1: Federally listed endangered or threatened species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the action(s) on endangered or threatened species or their habitat?

☐ No effect

If "No effect," document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ May affect

If "May affect," meaning that the action might affect endangered and threatened species or their habitat in some way, **go to Step 2.**

Federally listed endangered or threatened species/habitats (continued)

STEP 2.

Is NRCS providing financial assistance or otherwise controlling the action(s)?

- ☐ No **If "No," and the effects are purely benign or beneficial,** continue with planning but ensure the client is aware endangered and threatened species or their habitat exists and conservation practices must be applied in a manner that avoids adverse effects. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**
- ☐ No **If "No," and there is a possibility of short-term or long-term adverse effects** then inform the client of NRCS's policy concerning endangered and threatened species and the need to use alternative conservation treatments to avoid adverse effects on these species or their habitat. Further, NRCS assistance will be provided only if one of the conservation alternatives is selected that avoids adverse effects or the client obtains a "take" permit from the FWS/NMFS. Refer the client to FWS/NMFS to address the client's responsibilities under Sections 9 & 10 of the ESA, for Federally listed species. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used. If assistance is continued, document how the alternative conservation treatments avoid adverse effects and proceed with planning.**
- ☐ Yes **If "Yes," and the action will be implemented according to an existing informal consultation, biological opinion, or 4(d) special rule, document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**
- ☐ Yes **If "Yes," and the action cannot be modified to avoid the effect,** inform client that in order to proceed with the action NRCS must consult with FWS/NMFS. Contact your area or State biologist for consultation procedures. The action can only be implemented according to the terms of the consultation. **When consultation is complete, attach the consultation documents to NRCS-CPA-52 or reference them in the notes section below and proceed with planning.**

Notes for Federally listed endangered or threatened species/habitats:

SECTION 2: Federally proposed species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the action(s) on proposed species or their habitat?

☐ No effect

If "No effect," additional evaluation is not needed concerning proposed species or proposed critical habitat. Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ May effect

If "May affect," meaning that the action might affect endangered and threatened species or proposed critical habitat in any way, **go to Step 2.**

STEP 2.

Is NRCS providing financial assistance or otherwise controlling the action?

☐ No

If "No," and the effects are purely benign or beneficial, continue with planning but ensure the client is aware proposed species or their habitat exists and conservation practices must be applied in a manner as to avoid adverse effects. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

☐ No

If "No," and there is a possibility of short-term or long-term adverse effects then inform the client of NRCS's policy concerning proposed species and the need to use alternative conservation treatments to avoid adverse effects on these species or their habitat. Further, NRCS assistance will be provided only if one of the conservation alternatives is selected that avoids adverse effects, and to the extent practicable, provide long-term benefits to species and habitat. Should the client or landowner refuse to apply the recommended alternative conservation treatment, NRCS will inform the client and landowner of the NRCS policy and shall not provide assistance for the action or portion of the action affecting the proposed species.

☐ Yes

If "Yes," and the action will be implemented according to an existing conference report or conference opinion. Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ Yes

If "Yes," and the action cannot be modified to avoid the effect, inform client that the NRCS must conference with FWS/NMFS. Contact your area or State biologist for conference procedures. Further NRCS assistance can only be provided only if the client agrees to implement the conference recommendations to the extent practicable. **When the conference is complete, attach the conference documents to NRCS-CPA-52, or reference them in the notes section below, and proceed with planning.**

Notes for Federally proposed species/habitats:

SECTION 3: Federal candidate species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the action(s) on candidate species or their habitat?

☐ No adverse effect

If **"No adverse effect,"** additional evaluation is not needed concerning proposed species or proposed critical habitat. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

☐ May adversely effect

If **"May adversely affect,"** recommend alternative treatments that avoid or minimize the adverse effects and, to the extent practicable, provide long-term benefit to the species. **Document the effects of the selected alternative on the NRCS-CPA-52 and proceed with planning.**

Notes for Federally proposed species/habitats:

SECTION 4: State/Tribal species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the proposed action or alternative on State/Tribal species or their habitat?

☐ No adverse effect

If **"No adverse effect,"** additional evaluation is not needed concerning State or Tribal species of concern. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

☐ May adversely affect

If **"May adversely affect,"** go to Step 2.

STEP 2.

Is NRCS providing financial assistance or otherwise controlling the action?

☐ No

If **"No,"** and there is a possibility of short-term or long-term adverse effects then inform the client of NRCS's policy concerning State and Tribal species and the need to use alternative conservation treatments to avoid or minimize adverse effects on these species or their habitat. Further, NRCS assistance will be provided only if one of the conservation alternatives is selected that avoids or minimizes adverse effects to the extent practicable. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used.** If assistance is continued, document how the alternative conservation treatments avoid or minimize those adverse effects and proceed with planning.

☐ Yes

If **"Yes,"** and the action cannot be modified to avoid the adverse effect, inform client that the NRCS must coordinate with State/Tribal government and receive concurrence on recommended alternatives. Contact your area or State biologist for coordination procedures. Further NRCS assistance will be provided only if the client agrees to implement a concurred upon alternative and obtains any required permits. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

Notes for State/Tribal species/habitats:

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of Report: 9/14/2021

DSR Number: 28-04-21-5306-309 Project Number: Mixon Creek Site #5

NRCS Entry Only

Eligible: Yes

Approved: Yes

Funding Priority Number: 3e

Limited Resource Area: No

Section 1B Sponsor Information

Sponsor Name: City of Hattiesburg

Address: PO Box 1898

City/State/Zip: Hattiesburg, MS 39403

Telephone Number: (601) 545-4540

Fax:

Section 1C Site Location Information

County: Forrest

State: Mississippi (28)

Congressional District: District ()

Latitude: 31.3558

Longitude: -89.3391

Section: 31

Township: T0050N

Range: 0130W0

UTM Coordinates: UTM Zone 16

Drainage Name: Big Creek-Bouie River

Reach:

Damage Description: [Click here to enter text.](#)

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	Yes	No	Remarks
Damage was a result of a natural disaster?	x		
Recovery measures would be for runoff retardation or soil erosion prevention?	x		
Threat to life and/or property?	x		
Event caused a sudden impairment in the watershed?*	x		
Imminent threat was created by this event?	x		
For structural repairs, not repaired twice within ten years?	x		
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action	x		
Proposed action technically viable?	x		

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP Program and its possible effects? Yes

Comments:

* Statutory

DSR NO: Mixon Creek Site #5

** Regulation

*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A: Protect county road and bridge with peak stone dike

Total installation cost identified in this DSR: Section 3: \$598,500

Section 1F NRCS State Office Review and Approval

Reviewed By: MATTHEW GONG
State EWP Program Manager

Date Reviewed: 9/10/2021

Approved By: MICHAEL CARR
State Conservationist

Date Approved: 9/13/2021

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant from the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Protect county road and bridge with peak stone dike		
		2D Effects of Alternatives		

DSR NO: Mixon Creek Site #5

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.		x	x	x
Coastal Zone Management Areas		x	x	x
Coral Reefs		x	x	x
Cultural Resources		x	x	x
Endangered and Threatened Species		x	x	x
Environmental Justice		x	x	x
Essential Fish Habitat		x	x	x
Fish and Wildlife Coordination		x	x	x
Floodplain Management		x	x	x
Invasive Species		x	x	x
Migratory Birds		x	x	x
Natural Areas		x	x	x
Prime and Unique Farmlands		x	x	x
Riparian Areas		x	x	x
Scenic Beauty		x	x	x
Wetlands		x	x	x
Wild and Scenic Rivers		x	x	x

Completed By: NORMAN PATTERSON

Date: 8/19/2021

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
Properties Protected (Public)			
bridge	\$800,000.00	90%	\$720,000.00
county road	\$70,000.00	90%	\$63,000.00
Business Losses			
Other			
Total Near Term Damage Reduction			\$783,000
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			\$184,500

Completed By: NORMAN PATTERSON

Date: 8/19/2021

Section 2G Social Consideration This section must be completed by each alternative considered**(Attach additional sheets as necessary).**

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?		x	
Is there the potential for loss of life due to damages from the watershed impairment?		x	
Has access to a hospital or medical facility been impaired by watershed impairment?		x	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	x		
Is there a lack or has there been a reduction of public safety due to watershed impairment?	x		

Completed By: NORMAN PATTERSON

Date: 8/19/2021

Section 2H Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	0
American Indian/Alaska Native Female Non-Hispanic	72
American Indian/Alaska Native Male Hispanic	0
American Indian/Alaska Native Male Non-Hispanic	40
Asian Female Hispanic	0
Asian Female Non-Hispanic	235
Asian Male Hispanic	0
Asian Male Non-Hispanic	205
Black or African American Female Hispanic	0
Black or African American Female Non-Hispanic	14091
Black or African American Male Hispanic	0
Black or African American Male Non-Hispanic	10300
Hawaiian Native/Pacific Islander Female Hispanic	0
Hawaiian Native/Pacific Islander Female Non-Hispanic	18
Hawaiian Native/Pacific Islander Male Hispanic	0
Hawaiian Native/Pacific Islander Male Non-Hispanic	10
White Female Hispanic	1031
White Female Non-Hispanic	10206
White Male Hispanic	721
White Male Non-Hispanic	9060
Total	45989

Census tract(s) 2010

Completed By: NORMAN PATTERSON

Date: 8/19/2021

DSR NO: Mixon Creek Site #5

Section 2I. Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:
Mitigation Description:
Agencies, persons, and references consulted, or to be consulted:

Section 3 Engineering Cost Estimate

Completed By: NORMAN PATTERSON

Date: 8/19/2021

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Mob & DeMob	1	LS	\$25,000.00	\$25,000.00
Earthfill (Off-Site)	100	CY	\$20.00	\$2,000.00
Rock Rip Rap	6000	CY	\$90.00	\$540,000.00
Concrete Grout	100	CY	\$200.00	\$20,000.00
Geotextile	500	CY	\$3.00	\$1,500.00
Protective Cover	1	LS	\$10,000.00	\$10,000.00
			Total	\$598,500

Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet		Other (Specify)

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?		x		
2. Is this a site where there is serious, but not immediate threat to human life?		x		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	x			
4. Is this site a funding priority established by the NRCS Chief?		x		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			x	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

_____ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)
Chapter _____
Chapter _____
Chapter _____
Chapter _____
Chapter _____

_____ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date:

NRCS representative of the DSR team

Title: _____ Date: _____

Section 5B Comments:

Section 5C

Sponsor Concurrence:

Sponsor Representative

Title: _____ Date: _____

Section 6 Attachments:

- A. Location Map
- B. Site Plan or Sketches
- C. Other (explain)

Section Attachments

A. Site Location Aerial Map

B. Site Location Damage Photo

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	

	Explanation of Requested Item	Who Completes
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to <u>briefly</u> describe the effects of the alternatives to the proposed action including the “no action” alternative. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bioengineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization). Do not leave blanks where a consideration is not applicable, use NA to indicate the factor was considered but not applicable for the alternative.	alternatives.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction footprint (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the “no action” alternative, and any other alternatives being considered. The “no action” alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other	

NRCS completes with instructions for
Sponsor. **INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR**

2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required, and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern	
2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSI team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near-Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near-Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes.

2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
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	Explanation of Requested Item	Who Completes
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 4	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.
Section 6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

City of Hattiesburg

Mixon Creek Site #5



 SITE LOCATION

Location:

S19 T4N R13W

GPS Coordinates:

31°21'20.7"N 89°20'20.9"W

Hattiesburg Public School District
Hattiesburg, MS

- ↑ Head southeast on US 49 N toward Mc Caffrey Dr
115 ft
- Cross the road
0.3 mi
- Turn right onto Convention Center Plaza
0.3 mi
- Turn right onto Lakeview Rd
[Destination will be on the right](#)
0.2 mi

Hattiesburg
Mississippi

DSR 28-04-21-5306-309

BY: N. PATTERSON

8/10/2021

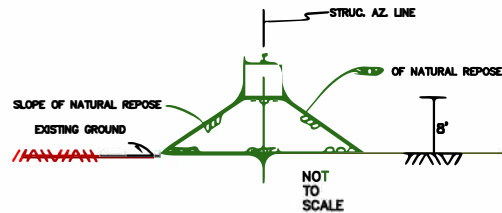
28-04-21-5306-309

City of Hattiesburg

Mixon Creek Site #5

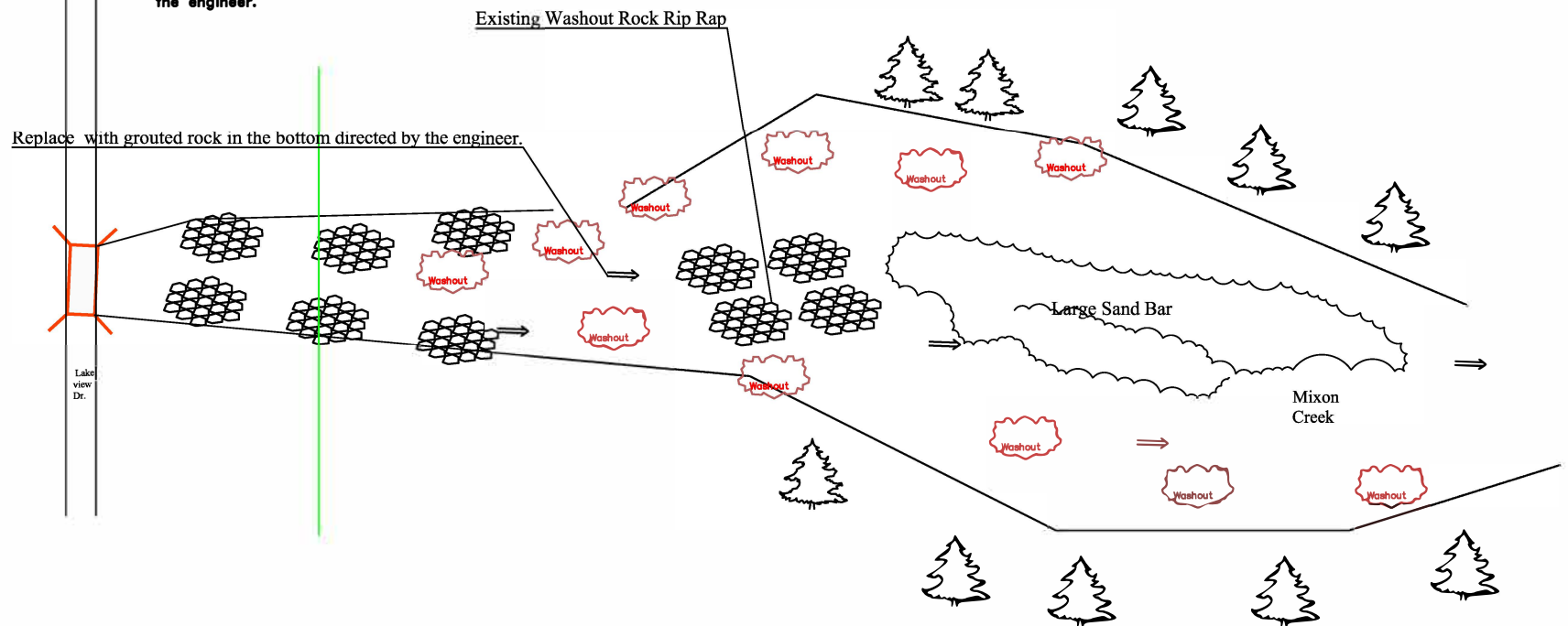
31°21'20.7"N 89°20'20.9"W





Shape Peak Dike Along both eroded stream banks to the determine lengths by the engineer.

350' of Severe Erosion Along both sides of the Creek.



ROCK RIP RAP 6000 TON
 CONCRETE GROUT 100 CY.
 PROTECTIVE COVER 1 L S
 GEOTEXTILE 500 SY
 EARTHFILL 100 CY

GPS COORDINATES
 N 31.35575 W-89.33914

DSR#28-04-21-5306-309

City of Hattiesburg E.W.P.
 Mixon Creek Site #5

U.S. DEPARTMENT OF AGRICULTURE
 NATURAL RESOURCES CONSERVATION SERVICE

Designed by _____	Drawn by _____	Checked by _____	Approved by _____
Scale _____	R.S. _____	Scale _____	Scale _____
Drawn _____	Drawn _____	Drawn _____	Drawn _____
Checked _____	Checked _____	Checked _____	Checked _____

U.S. Department of Agriculture Natural Resources Conservation Service		NRCS-CPA-52 11/2019		A. Client Name: Hattiesburg			
ENVIRONMENTAL EVALUATION WORKSHEET				B. Conservation Plan ID # (as applicable) Town of _____ Program Authority (optional): Emergency Watershed Program			
				C. Identification # (farm, tract, field #, etc. as required): DSR#28-04-21-5306-309			
D. Client's Objective(s) (purpose): Project Sponsor wishes to stabilize and protect eroding stream bank to limit threats to public safety. This will protect and prevent damage to roads, utilities, and personal property.							
E. Need for Action: Streambank degradation, gullyng, and slope failure have caused extensive sloughing to banks endangering roads, utilities, and/or public property. Slopes needs to be stabilized using rock riprap.		H. Alternatives					
		No Action ✓ if RMS ☐		Alternative 1 ✓ if RMS ☐			
		Further degradation of streambank resulting in further erosion and decreased water quality due to sedimentation and silting in Creek. Continued threat to public safety.		Stabilize and protect streambank and slope failure utilizing rock rip-rap and rock dike bank stabilization and protection.			
Resource Concerns							
In Section "F" below, analyze, record, and address concerns identified through the Resources Inventory process. (See FOTG Section III - Resource Planning Criteria for guidance).							
F. Resource Concerns and Existing/ Benchmark Conditions (Analyze and record the existing/benchmark conditions for each identified concern)		I. Effects of Alternatives					
		No Action		Alternative 1		Alternative 2	
		Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC
SOIL							
Bank erosion from streams, shorelines or water conveyance channels. Significant erosion is occurring at site due to slope failure and streambank sloughing.		Significant erosion and streambank sloughage will continue unchecked.	☐ NOT meet PC	Repair of slope failure and streambank stabilization using rock rip-rap and stone dikes will stop or reduce erosion.	☐ NOT meet PC	☐ NOT meet PC	
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F. Resource Concerns and Existing/ Benchmark Conditions (Analyze and record the existing/benchmark conditions for each identified concern)	I. (continued)					
	No Action		Alternative 1		Alternative 2	
	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC
AIR						
No resource concern identified		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
PLANTS						
No resource concern identified		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
ANIMALS						
Aquatic habitat for fish and other organisms Siltation and sedimentation is degrading aquatic habitat in stream.	Continued erosion will continue degrading aquatic habitat via siltation downstream.	☐ NOT meet PC	Stabilization will significantly decrease sedimentation and subsequent degradation of aquatic habitat downstream. Habitat degradation will be abated.	☐ NOT meet PC		☐ NOT meet PC
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ENERGY						
No resource concern identified		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
Human Economic and Social Considerations						
Public Health and Safety Bank sloughage is endangering public safety.	Continued endangerment of public safety. Total failure could cause loss of property and life.		Repair and stabilization will negate public health and safety issues.			
Risk Local government may have to assume liability risk.	Slope sloughage and loss of bank is causing liability for undue risk or injury.		Repair and stabilization will negate liability issues.			
Management Level Repairs after each storm event are causing increased mgmt.	Management level will continue to be high and increase if bank is not repaired and stabilized.		Repair and stabilization will decrease need for further actions and management.			

Special Environmental Concerns: Environmental Laws, Executive Orders, policies, etc.						
In Section "G" complete and attach Environmental Procedures Guide Sheets for documentation as applicable. Items with a "●" may require a federal permit or consultation/coordination between the lead agency and another government agency. In these cases, effects may need to be determined in consultation with another agency. Planning and practice implementation may proceed for practices not involved in consultation.						
G. Special Environmental Concerns (Document existing/ benchmark conditions)	J. Impacts to Special Environmental Concerns					
	No Action		Alternative 1		Alternative 2	
	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action
●Clean Air Act Guide Sheet No known air pollutants.	No Effect	☐	No Effect	☐		☐
●Clean Water Act / Waters of the U.S. Guide Sheet Stream is likely CWA "other water".	No Effect	☐	May Effect Proposed EWP work is covered under NWP 37, pre construction notice and verification letter from Corps required.	☐		☐
●Coastal Zone Management Guide Sheet	No Effect	☐	No Effect	☐		☐
Coral Reefs Guide Sheet None present.	No Effect	☐	No Effect	☐		☐
●Cultural Resources / Historic Properties Guide Sheet No known CR, CR database needs to be reviewed.	No Effect	☐	Unknown Proposed work should be reviewed by cultural resource specialist.	☐		☐
●Endangered and Threatened Species Guide Sheet No known T&E species at stream site.	No Effect	☐	No Effect See Additional Notes section at bottom.	☐		☐
Environmental Justice Guide Sheet Local Government entity is Sponsor.	No Effect	☐	No Effect All populations will benefit from proposed work and local government entity represent all public.	☐		☐
●Essential Fish Habitat Guide Sheet Not located in/near designated essential fish habitat.	No Effect	☐	No Effect	☐		☐
Floodplain Management Guide Sheet	May Effect Further bank sloughage could cause increased flooding downstream.	☐	No Effect Bank stabilization will not cause increased flooding & will increase natural values downstream.	☐		☐
Invasive Species Guide Sheet No invasive species present.	No Effect	☐	No Effect	☐		☐
●Migratory Birds/Bald and Golden Eagle Protection Act Guide Sheet No eagle nests in area. Other migratory species present.	No Effect	☐	May Effect Minor required brush/tree removal could result in incidental take of migratory bird, nest or egg. Take would not negatively affect populations.	☐		☐
Natural Areas Guide Sheet Not located in/near designated natural area.	No Effect	☐	No Effect	☐		☐
Prime and Unique Farmlands Guide Sheet Not located in prime or unique farmland.	No Effect	☐	No Effect	☐		☐
Riparian Area Guide Sheet	May Effect Increased sedimentation and decreased water quality.	☐	No Effect Project will protect riparian area and improve water quality and fish & wildlife benefits.	☐		☐
Scenic Beauty Guide Sheet	May Effect Continued erosion will detract from scenic quality of the general landscape.	☐	No Effect Proposed work will maintain scenic quality of the general landscape.	☐		☐

•Wetlands Guide Sheet No wetlands are present at immediate site.	No Effect	☐	No Effect	☐		☐
•Wild and Scenic Rivers Guide Sheet No rivers or designated rivers nearby.	No Effect	☐	No Effect	☐		☐
K. Other Agencies and Broad Public Concerns	No Action		Alternative 1		Alternative 2	
Easements, Permissions, Public Review, or Permits Required and Agencies Consulted.	NA		Pre construction notice to USACE required for CWA NWP 37.			
Cumulative Effects Narrative (Describe the cumulative impacts considered, including past, present and known future actions regardless of who performed the actions)	No action could result in increased detriment downstream and decreased scenic beauty. Further degradation will result in increased hazards to public safety.		Proposed work will negate effects of no action.			
L. Mitigation (Record actions to avoid, minimize, and compensate)	NA		NA			
M. Preferred Alternative	y preferred alternative ☐ Supporting reason	☐	☒ Proposed work will decrease erosion, increase water quality, preserve scenic beauty of the landscape, and decrease public safety threats.	☒	☐	
N. Context (Record context of alternatives analysis)		local				
The significance of an action must be analyzed in several contexts such as society as a whole (human, national), the affected region, the affected interests, and the locality.						
O. To the best of my knowledge, the data shown on this form is accurate and complete:						
In the case where a non-NRCS person (e.g. a TSP) assists with planning they are to sign the first signature block and then NRCS is to sign the second block to verify the information's accuracy.						
Signature (TSP if applicable)  Signature (NRCS)		Title Wildlife Biologist		Date 8/17/2021		
If preferred alternative is not a federal action where NRCS has control or responsibility and this NRCS-CPA-52 is shared with someone other than the client then indicate to whom this is being provided.						
The following sections are to be completed by the Responsible Federal Official (RFO)						
NRCS is the RFO if the action is subject to NRCS control and responsibility (e.g., actions financed, funded, assisted, conducted, regulated, or approved by NRCS). These actions do not include situations in which NRCS is only providing technical assistance because NRCS cannot control what the client ultimately does with that assistance and situations where NRCS is making a technical determination (such as Farm Bill HEL or wetland determinations) not associated with the planning process.						
P. Determination of Significance or Extraordinary Circumstances						
To answer the questions below, consider the severity (intensity) of impacts in the contexts identified above. Impacts may be both beneficial and adverse. A significant effect may exist even if the Federal agency believes that on balance the effect will be beneficial. Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts.						
If you answer ANY of the below questions "yes" then contact the State Environmental Liaison as there may be extraordinary circumstances and significance issues to consider and a site specific NEPA analysis may be required.						
Yes	No					
☐	☒	• Is the preferred alternative expected to cause significant effects on public health or safety?				
☐	☒	• Is the preferred alternative expected to significantly affect unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas?				
☐	☒	• Are the effects of the preferred alternative on the quality of the human environment likely to be highly controversial?				
☐	☒	• Does the preferred alternative have highly uncertain effects or involve unique or unknown risks on the human environment?				
☐	☒	• Does the preferred alternative establish a precedent for future actions with significant impacts or represent a decision in principle about a future consideration?				
☐	☒	• Is the preferred alternative known or reasonably expected to have potentially significant environment impacts to the quality of the human environment either individually or cumulatively over time?				
☐	☒	• Will the preferred alternative likely have a significant adverse effect on ANY of the special environmental concerns? Use the Evaluation Procedure Guide Sheets to assist in this determination. This includes, but is not limited to, concerns such as cultural or historical resources, endangered and threatened species, environmental justice, wetlands, floodplains, coastal zones, coral reefs, essential fish habitat, wild and scenic rivers, clean air, riparian areas, natural areas, and invasive species.				
☐	☒	• Will the preferred alternative threaten a violation of Federal, State, or local law or requirements for the protection of the environment?				

Q. NEPA Compliance Finding (check one)		
The preferred alternative:		Action required
☐	1) is not a federal action where the agency has control or responsibility.	Document in "R.1" below. No additional analysis is required
☐	2) is a federal action ALL of which is categorically excluded from further environmental analysis AND there are no extraordinary circumstances as identified in Section "O" .	Document in "R.2" below. No additional analysis is required
☒	3) is a federal action that has been sufficiently analyzed in an existing Agency state, regional, or national NEPA document and there are no predicted <u>significant adverse environmental effects or extraordinary circumstances</u> .	Document in "R.1" below. No additional analysis is required.
☐	4) is a federal action that has been sufficiently analyzed in another Federal agency's NEPA document (EA or EIS) that addresses the proposed NRCS action and its' effects and has been formally adopted by NRCS . NRCS is required to prepare and publish its own Finding of No Significant Impact for an EA or Record of Decision for an EIS when adopting another agency's EA or EIS document. (Note: This box is not applicable to FSA)	Contact the State Environmental Liaison for list of NEPA documents formally adopted and available for tiering. Document in "R.1" below. No additional analysis is required
☐	5) is a federal action that has NOT been sufficiently analyzed or may involve predicted significant adverse environmental effects or extraordinary circumstances and may require an EA or EIS.	Contact the State Environmental Liaison. Further NEPA analysis required.

R. Rationale Supporting the Finding	
R.1 Findings Documentation	Emergency Watershed Protection Program, Natural Resources Conservation Service, Programmatic Environmental Impact Statement, April 2005
R.2 Applicable Categorical Exclusion(s) (more than one may apply)	
7 CFR Part 650 <i>Compliance With NEPA</i> , subpart 650.6 <i>Categorical Exclusions</i> states prior to determining that a proposed action is categorically excluded under paragraph (d) of this section, the proposed action must meet six sidebar criteria. See NECH 610.116.	

I have considered the effects of the alternatives on the Resource Concerns, Economic and Social Considerations, Special Environmental Concerns, and Extraordinary Circumstances as defined by Agency regulation and policy and based on that made the finding indicated above.

S. Signature of Responsible Federal Official:		
Wildlife Biologist		
_____ Signature	_____ Title	_____ Date

Additional notes
Per NRCS programmatic consultation with the U.S. Fish and Wildlife Service (FWS), it has been determined that the conservation practices listed in Section H – Alternative 1 of this EE worksheet will have no effect on eight federally listed species or their critical habitats because these practices are not used in areas where the following species or critical habitat occur: interior least tern, red knot, piping plover, green sea turtle, Kemp's ridley sea turtle, leatherback sea turtle, loggerhead sea turtle, and West Indian manatee. It was also determined that installation of these conservation practices "may affect, but are not likely to adversely affect" the wood stork. Practices that create or improve foraging wetland habitat for wood storks, will have a beneficial effect on this species.

**ENDANGERED AND THREATENED SPECIES
NECH 610.26
Evaluation Procedure Guide Sheet**

Client/Plan Information:

Hattiesburg

Check all that apply to this

☐ Alternative 1

Guide Sheet review:

☐ Alternative 2

☐ Other

Emergency Watershed Program

DSR#28-04-21-5306-309

STEP 1.

Are protected species or their habitat present in the area of potential effect?

Note: protected species include federally listed, proposed, and candidate species, as well as State and Tribal species protected by law or regulation. In addition, if a species' listing or status changes before implementation, you must complete this review again.

☐ No

If "No," document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ Yes

If "Yes," document the species and relevant benchmark data on NRCS-CPA-52, then proceed to the applicable section(s) listed below:

- Section 1- Federally listed endangered or threatened species/habitats
- Section 2- Federally proposed species/habitats
- Section 3- Federal candidate species/habitats
- Section 4- State/Tribal species/habitats

SECTION 1: Federally listed endangered or threatened species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the action(s) on endangered or threatened species or their habitat?

☐ No effect

If "No effect," document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ May affect

If "May affect," meaning that the action might affect endangered and threatened species or their habitat in some way, **go to Step 2.**

Federally listed endangered or threatened species/habitats (continued)

STEP 2.

Is NRCS providing financial assistance or otherwise controlling the action(s)?

- ☐ No **If "No," and the effects are purely benign or beneficial,** continue with planning but ensure the client is aware endangered and threatened species or their habitat exists and conservation practices must be applied in a manner that avoids adverse effects. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**
- ☐ No **If "No," and there is a possibility of short-term or long-term adverse effects** then inform the client of NRCS's policy concerning endangered and threatened species and the need to use alternative conservation treatments to avoid adverse effects on these species or their habitat. Further, NRCS assistance will be provided only if one of the conservation alternatives is selected that avoids adverse effects or the client obtains a "take" permit from the FWS/NMFS. Refer the client to FWS/NMFS to address the client's responsibilities under Sections 9 & 10 of the ESA, for Federally listed species. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used. If assistance is continued, document how the alternative conservation treatments avoid adverse effects and proceed with planning.**
- ☐ Yes **If "Yes," and the action will be implemented according to an existing informal consultation, biological opinion, or 4(d) special rule, document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**
- ☐ Yes **If "Yes," and the action cannot be modified to avoid the effect,** inform client that in order to proceed with the action NRCS must consult with FWS/NMFS. Contact your area or State biologist for consultation procedures. The action can only be implemented according to the terms of the consultation. **When consultation is complete, attach the consultation documents to NRCS-CPA-52 or reference them in the notes section below and proceed with planning.**

Notes for Federally listed endangered or threatened species/habitats:

SECTION 2: Federally proposed species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the action(s) on proposed species or their habitat?

☐ No effect

If "No effect," additional evaluation is not needed concerning proposed species or proposed critical habitat. Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ May effect

If "May affect," meaning that the action might affect endangered and threatened species or proposed critical habitat in any way, **go to Step 2.**

STEP 2.

Is NRCS providing financial assistance or otherwise controlling the action?

☐ No

If "No," and the effects are purely benign or beneficial, continue with planning but ensure the client is aware proposed species or their habitat exists and conservation practices must be applied in a manner as to avoid adverse effects. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

☐ No

If "No," and there is a possibility of short-term or long-term adverse effects then inform the client of NRCS's policy concerning proposed species and the need to use alternative conservation treatments to avoid adverse effects on these species or their habitat. Further, NRCS assistance will be provided only if one of the conservation alternatives is selected that avoids adverse effects, and to the extent practicable, provide long-term benefits to species and habitat. Should the client or landowner refuse to apply the recommended alternative conservation treatment, NRCS will inform the client and landowner of the NRCS policy and shall not provide assistance for the action or portion of the action affecting the proposed species.

☐ Yes

If "Yes," and the action will be implemented according to an existing conference report or conference opinion. Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ Yes

If "Yes," and the action cannot be modified to avoid the effect, inform client that the NRCS must conference with FWS/NMFS. Contact your area or State biologist for conference procedures. Further NRCS assistance can only be provided only if the client agrees to implement the conference recommendations to the extent practicable. **When the conference is complete, attach the conference documents to NRCS-CPA-52, or reference them in the notes section below, and proceed with planning.**

Notes for Federally proposed species/habitats:

SECTION 3: Federal candidate species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the action(s) on candidate species or their habitat?

☐ No adverse effect

If **"No adverse effect,"** additional evaluation is not needed concerning proposed species or proposed critical habitat. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

☐ May adversely effect

If **"May adversely affect,"** recommend alternative treatments that avoid or minimize the adverse effects and, to the extent practicable, provide long-term benefit to the species. **Document the effects of the selected alternative on the NRCS-CPA-52 and proceed with planning.**

Notes for Federally proposed species/habitats:

SECTION 4: State/Tribal species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the proposed action or alternative on State/Tribal species or their habitat?

☐ No adverse effect

If **"No adverse effect,"** additional evaluation is not needed concerning State or Tribal species of concern. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

☐ May adversely affect

If **"May adversely affect,"** go to Step 2.

STEP 2.

Is NRCS providing financial assistance or otherwise controlling the action?

☐ No

If **"No,"** and there is a possibility of short-term or long-term adverse effects then inform the client of NRCS's policy concerning State and Tribal species and the need to use alternative conservation treatments to avoid or minimize adverse effects on these species or their habitat. Further, NRCS assistance will be provided only if one of the conservation alternatives is selected that avoids or minimizes adverse effects to the extent practicable. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used.** If assistance is continued, document how the alternative conservation treatments avoid or minimize those adverse effects and proceed with planning.

☐ Yes

If **"Yes,"** and the action cannot be modified to avoid the adverse effect, inform client that the NRCS must coordinate with State/Tribal government and receive concurrence on recommended alternatives. Contact your area or State biologist for coordination procedures. Further NRCS assistance will be provided only if the client agrees to implement a concurred upon alternative and obtains any required permits. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

Notes for State/Tribal species/habitats:

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of Report: 9/14/2021

DSR Number: Elaine Circle Site Project Number:

NRCS Entry Only

Eligible: Yes

Approved: Yes

Funding Priority Number: 3e

Limited Resource Area: No

Section 1B Sponsor Information

Sponsor Name: City of Hattiesburg

Address: P.O. Box 1898

City/State/Zip: Hattiesburg, MS 39403

Telephone Number: (601) 545-4540

Fax:

Section 1C Site Location Information

County: Forrest

State: Mississippi (28)

Congressional District: District ()

Latitude: 31.295

Longitude: -89.334

Section: 19

Township: T0040N

Range: 0130W0

UTM Coordinates: UTM Zone 16

Drainage Name: Beaumont-Leaf River

Reach:

Damage Description: [Click here to enter text.](#)

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	Yes	No	Remarks
Damage was a result of a natural disaster?	x		
Recovery measures would be for runoff retardation or soil erosion prevention?	x		
Threat to life and/or property?	x		
Event caused a sudden impairment in the watershed?*	x		
Imminent threat was created by this event?	x		
For structural repairs, not repaired twice within ten years?	x		
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action	x		
Proposed action technically viable?	x		

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP Program and its possible effects? Yes

Comments:

* Statutory

DSR NO: Elaine Circle Site

** Regulation

*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A: Protect home with grouted rock rip rap and debris/sediment removal

Total installation cost identified in this DSR: Section 3: \$84,425

Section 1F NRCS State Office Review and Approval

Reviewed By: MATTHEW GONG
State EWP Program Manager

Date Reviewed: 9/10/2021

Approved By: MICHAEL CARR
State Conservationist

Date Approved: 9/13/2021

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant from the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Protect home with grouted rock rip rap and debris/sediment removal		
		2D Effects of Alternatives		

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.		x	x	x
Coastal Zone Management Areas		x	x	x
Coral Reefs		x	x	x
Cultural Resources		x	x	x
Endangered and Threatened Species		x	x	x
Environmental Justice		x	x	x
Essential Fish Habitat		x	x	x
Fish and Wildlife Coordination		x	x	x
Floodplain Management		x	x	x
Invasive Species		x	x	x
Migratory Birds		x	x	x
Natural Areas		x	x	x
Prime and Unique Farmlands		x	x	x
Riparian Areas		x	x	x
Scenic Beauty		x	x	x
Wetlands		x	x	x
Wild and Scenic Rivers		x	x	x

Completed By: NORMAN PATTERSON

Date: 8/19/2021

DSR NO: Elaine Circle Site

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
House	\$220,000.00	80%	\$176,000.00
Properties Protected (Public)			
Business Losses			
Other			
Total Near Term Damage Reduction			\$176,000
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			\$91,575

Completed By: NORMAN PATTERSON

Date: 8/19/2021

Section 2G Social Consideration This section must be completed by each alternative considered**(Attach additional sheets as necessary).**

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?		x	
Is there the potential for loss of life due to damages from the watershed impairment?		x	
Has access to a hospital or medical facility been impaired by watershed impairment?		x	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	x		
Is there a lack or has there been a reduction of public safety due to watershed impairment?	x		

Completed By: NORMAN PATTERSON

Date: 8/19/2021

Section 2H Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	0
American Indian/Alaska Native Female Non-Hispanic	72
American Indian/Alaska Native Male Hispanic	0
American Indian/Alaska Native Male Non-Hispanic	40
Asian Female Hispanic	0
Asian Female Non-Hispanic	235
Asian Male Hispanic	0
Asian Male Non-Hispanic	205
Black or African American Female Hispanic	0
Black or African American Female Non-Hispanic	14091
Black or African American Male Hispanic	0
Black or African American Male Non-Hispanic	10300
Hawaiian Native/Pacific Islander Female Hispanic	0
Hawaiian Native/Pacific Islander Female Non-Hispanic	18
Hawaiian Native/Pacific Islander Male Hispanic	0
Hawaiian Native/Pacific Islander Male Non-Hispanic	10
White Female Hispanic	1031
White Female Non-Hispanic	10206
White Male Hispanic	721
White Male Non-Hispanic	9060
Total	45989

Census tract(s) 2010

Completed By: NORMAN PATTERSON

Date: 8/19/2021

DSR NO: Elaine Circle Site

Section 2I. Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:
Mitigation Description:
Agencies, persons, and references consulted, or to be consulted:

DSR NO: Elaine Circle Site

Section 3 Engineering Cost Estimate

Completed By: NORMAN PATTERSON

Date: 8/19/2021

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
Mob & DeMob	1	LS	\$5,000.00	\$5,000.00
Earthfill (On-Site)	100	CY	\$25.00	\$2,500.00
Rock Rip Rap	165	CY	\$105.00	\$17,325.00
Concrete	28	CY	\$200.00	\$5,600.00
Geotextile	500	CY	\$2.00	\$1,000.00
Protective Cover	1	LS	\$3,000.00	\$3,000.00
Sediment & Debris Removal	1250	LF	\$40.00	\$50,000.00
			Total	\$84,425

Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet		Other (Specify)

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?		x		
2. Is this a site where there is serious, but not immediate threat to human life?		x		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	x			
4. Is this site a funding priority established by the NRCS Chief?		x		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			x	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

_____ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)
Chapter _____
Chapter _____
Chapter _____
Chapter _____
Chapter _____

_____ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date:

NRCS representative of the DSR team

Title: _____ Date: _____

Section 5B Comments:

Section 5C

Sponsor Concurrence:

Sponsor Representative

Title: _____ Date: _____

Section 6 Attachments:

- A. Location Map
- B. Site Plan or Sketches
- C. Other (explain)

Section Attachments

A. Site Location Aerial Map

B. Site Location Damage Photo

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	

	Explanation of Requested Item	Who Completes
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to <u>briefly</u> describe the effects of the alternatives to the proposed action including the “no action” alternative. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bioengineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization). Do not leave blanks where a consideration is not applicable, use NA to indicate the factor was considered but not applicable for the alternative.	alternatives.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction footprint (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the “no action” alternative, and any other alternatives being considered. The “no action” alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other	

NRCS completes with instructions for
Sponsor. **INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR**

2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required, and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern	
2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSI team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near-Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near-Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes.

2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
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	Explanation of Requested Item	Who Completes
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 4	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.
Section 6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

28-04-21-5306-307

City of Hattiesburg

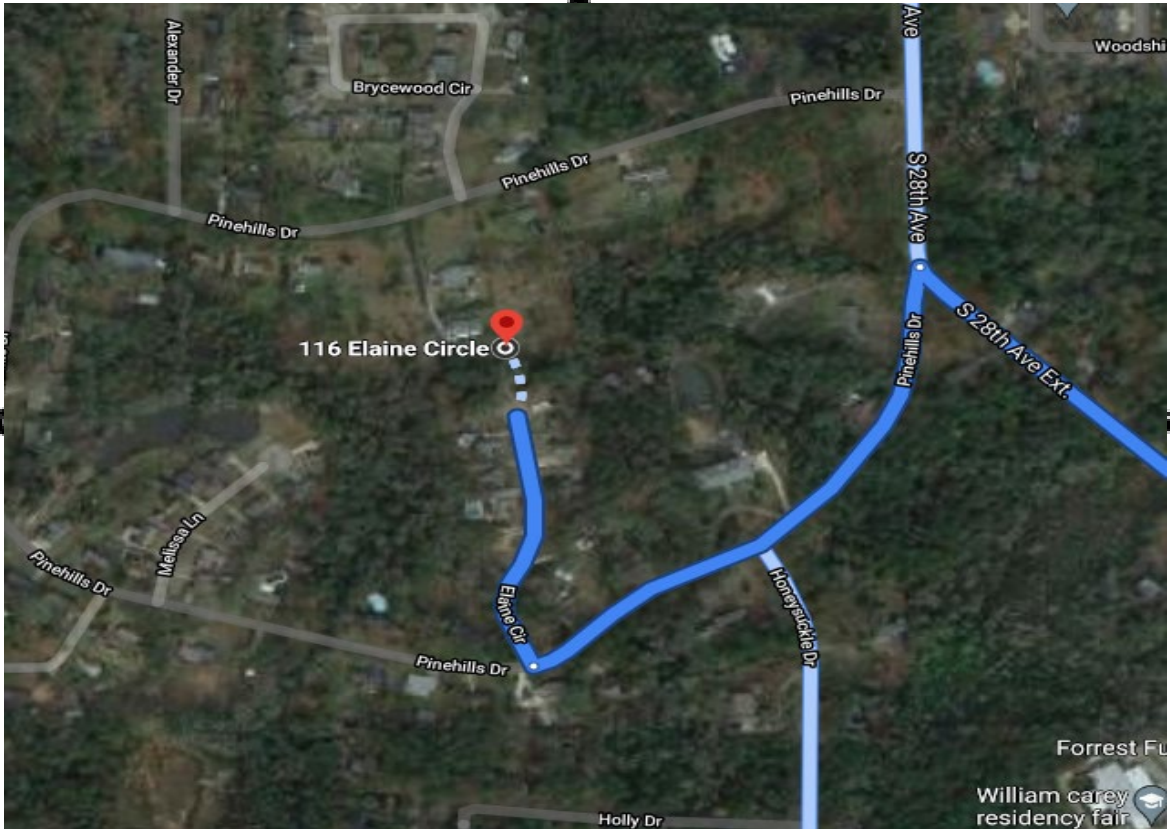
Elaine Circle

31°17'41.6"N 89°20'02.8"W



City of Hattiesburg

Elaine Circle Site



SITE LOCATION

Location:

S19 T4N R13W

GPS Coordinates:

31°17'41.6"N 89°20'02.8"W

US-11

Hattiesburg, MS 39402

- ↑ Head south on Broadway Dr toward Richburg Rd
0.1 mi
- Turn right onto Richburg Rd
0.2 mi
- Turn right at the 1st cross street onto S 28th Ave Ext.
0.4 mi
- ↙ Sharp left onto Pinehills Dr
0.3 mi
- Turn right onto Elaine Cir
0.1 mi

116 Elaine Cir

Hattiesburg, MS 39402

DSR 28-04-21-5306-307

BY: N. PATTERSON

8/10/2021

U.S. Department of Agriculture Natural Resources Conservation Service		NRCS-CPA-52 11/2019		A. Client Name: Hattiesburg			
ENVIRONMENTAL EVALUATION WORKSHEET				B. Conservation Plan ID # (as applicable) Town of _____ Program Authority (optional): Emergency Watershed Program			
				C. Identification # (farm, tract, field #, etc. as required): DSR#28-04-21-5306-307 Elaine Circle Site			
D. Client's Objective(s) (purpose): Project Sponsor wishes to stabilize and protect eroding stream bank to limit threats to public safety. This will protect and prevent damage to roads, utilities, and personal property.							
E. Need for Action: Streambank degradation, gullyng, and slope failure have caused extensive sloughing to banks endangering roads, utilities, and/or public property. Slopes needs to be stabilized using rock riprap.		H. Alternatives					
		No Action ✓ if RMS ☐		Alternative 1 ✓ if RMS ☐			
		Further degradation of streambank resulting in further erosion and decreased water quality due to sedimentation and silting in Creek. Continued threat to public safety.		Stabilize and protect streambank and slope failure utilizing rock rip-rap and rock dike bank stabilization and protection.			
Resource Concerns							
In Section "F" below, analyze, record, and address concerns identified through the Resources Inventory process. (See FOTG Section III - Resource Planning Criteria for guidance).							
F. Resource Concerns and Existing/ Benchmark Conditions (Analyze and record the existing/benchmark conditions for each identified concern)		I. Effects of Alternatives					
		No Action		Alternative 1		Alternative 2	
		Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC
SOIL							
Bank erosion from streams, shorelines or water conveyance channels. Significant erosion is occurring at site due to slope failure and streambank sloughing.		Significant erosion and streambank sloughage will continue unchecked.	☐ NOT meet PC	Repair of slope failure and streambank stabilization using rock rip-rap and stone dikes will stop or reduce erosion.	☐ NOT meet PC	☐ NOT meet PC	
			☐ NOT meet PC		☐ NOT meet PC	☐ NOT meet PC	
			☐ NOT meet PC		☐ NOT meet PC	☐ NOT meet PC	
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F. Resource Concerns and Existing/ Benchmark Conditions (Analyze and record the existing/benchmark conditions for each identified concern)	I. (continued)					
	No Action		Alternative 1		Alternative 2	
	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC	Amount, Status, Description <i>(Document both short and long term impacts)</i>	✓ if does NOT meet PC
AIR						
No resource concern identified		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
PLANTS						
No resource concern identified		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
ANIMALS						
Aquatic habitat for fish and other organisms Siltation and sedimentation is degrading aquatic habitat in stream.	Continued erosion will continue degrading aquatic habitat via siltation downstream.	☐ NOT meet PC	Stabilization will significantly decrease sedimentation and subsequent degradation of aquatic habitat downstream. Habitat degradation will be abated.	☐ NOT meet PC		☐ NOT meet PC
		☐ NOT meet PC		☐ NOT meet PC		☐ NOT meet PC
		☐ NOT meet PC		☐ NOT meet PC		☐ NOT meet PC
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ENERGY						
No resource concern identified		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
		☐		☐		☐
		NOT meet PC		NOT meet PC		NOT meet PC
Human Economic and Social Considerations						
Public Health and Safety Bank sloughage is endangering public safety.	Continued endangerment of public safety. Total failure could cause loss of property and life.		Repair and stabilization will negate public health and safety issues.			
Risk Local government may have to assume liability risk.	Slope sloughage and loss of bank is causing liability for undue risk or injury.		Repair and stabilization will negate liability issues.			
Management Level Repairs after each storm event are causing increased mgmt.	Management level will continue to be high and increase if bank is not repaired and stabilized.		Repair and stabilization will decrease need for further actions and management.			

Special Environmental Concerns: Environmental Laws, Executive Orders, policies, etc.						
In Section "G" complete and attach Environmental Procedures Guide Sheets for documentation as applicable. Items with a "●" may require a federal permit or consultation/coordination between the lead agency and another government agency. In these cases, effects may need to be determined in consultation with another agency. Planning and practice implementation may proceed for practices not involved in consultation.						
G. Special Environmental Concerns (Document existing/ benchmark conditions)	J. Impacts to Special Environmental Concerns					
	No Action		Alternative 1		Alternative 2	
	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action	Document all impacts (Attach Guide Sheets as applicable)	√ if needs further action
●Clean Air Act Guide Sheet No known air pollutants.	No Effect	☐	No Effect	☐		☐
●Clean Water Act / Waters of the U.S. Guide Sheet Stream is likely CWA "other water".	No Effect	☐	May Effect Proposed EWP work is covered under NWP 37, pre construction notice and verification letter from Corps required.	☐		☐
●Coastal Zone Management Guide Sheet	No Effect	☐	No Effect	☐		☐
Coral Reefs Guide Sheet None present.	No Effect	☐	No Effect	☐		☐
●Cultural Resources / Historic Properties Guide Sheet No known CR, CR database needs to be reviewed.	No Effect	☐	Unknown Proposed work should be reviewed by cultural resource specialist.	☐		☐
●Endangered and Threatened Species Guide Sheet No known T&E species at stream site.	No Effect	☐	No Effect See Additional Notes section at bottom.	☐		☐
Environmental Justice Guide Sheet Local Government entity is Sponsor.	No Effect	☐	No Effect All populations will benefit from proposed work and local government entity represent all public.	☐		☐
●Essential Fish Habitat Guide Sheet Not located in/near designated essential fish habitat.	No Effect	☐	No Effect	☐		☐
Floodplain Management Guide Sheet	May Effect Further bank sloughage could cause increased flooding downstream.	☐	No Effect Bank stabilization will not cause increased flooding & will increase natural values downstream.	☐		☐
Invasive Species Guide Sheet No invasive species present.	No Effect	☐	No Effect	☐		☐
●Migratory Birds/Bald and Golden Eagle Protection Act Guide Sheet No eagle nests in area. Other migratory species present.	No Effect	☐	May Effect Minor required brush/tree removal could result in incidental take of migratory bird, nest or egg. Take would not negatively affect populations.	☐		☐
Natural Areas Guide Sheet Not located in/near designated natural area.	No Effect	☐	No Effect	☐		☐
Prime and Unique Farmlands Guide Sheet Not located in prime or unique farmland.	No Effect	☐	No Effect	☐		☐
Riparian Area Guide Sheet	May Effect Increased sedimentation and decreased water quality.	☐	No Effect Project will protect riparian area and improve water quality and fish & wildlife benefits.	☐		☐
Scenic Beauty Guide Sheet	May Effect Continued erosion will detract from scenic quality of the general landscape.	☐	No Effect Proposed work will maintain scenic quality of the general landscape.	☐		☐

•Wetlands Guide Sheet No wetlands are present at immediate site.	No Effect	☐	No Effect	☐		☐
•Wild and Scenic Rivers Guide Sheet No rivers or designated rivers nearby.	No Effect	☐	No Effect	☐		☐
K. Other Agencies and Broad Public Concerns	No Action		Alternative 1		Alternative 2	
Easements, Permissions, Public Review, or Permits Required and Agencies Consulted.	NA		Pre construction notice to USACE required for CWA NWP 37.			
Cumulative Effects Narrative (Describe the cumulative impacts considered, including past, present and known future actions regardless of who performed the actions)	No action could result in increased detriment downstream and decreased scenic beauty. Further degradation will result in increased hazards to public safety.		Proposed work will negate effects of no action.			
L. Mitigation (Record actions to avoid, minimize, and compensate)	NA		NA			
M. Preferred Alternative	y preferred alternative ☐ Supporting reason	☐	☒ Proposed work will decrease erosion, increase water quality, preserve scenic beauty of the landscape, and decrease public safety threats.	☒	☐	
N. Context (Record context of alternatives analysis)		local				
The significance of an action must be analyzed in several contexts such as society as a whole (human, national), the affected region, the affected interests, and the locality.						
O. To the best of my knowledge, the data shown on this form is accurate and complete:						
In the case where a non-NRCS person (e.g. a TSP) assists with planning they are to sign the first signature block and then NRCS is to sign the second block to verify the information's accuracy.						
Signature (TSP if applicable)  Signature (NRCS)		Title Wildlife Biologist		Date 8/17/2021		
If preferred alternative is not a federal action where NRCS has control or responsibility and this NRCS-CPA-52 is shared with someone other than the client then indicate to whom this is being provided.						
The following sections are to be completed by the Responsible Federal Official (RFO)						
NRCS is the RFO if the action is subject to NRCS control and responsibility (e.g., actions financed, funded, assisted, conducted, regulated, or approved by NRCS). These actions do not include situations in which NRCS is only providing technical assistance because NRCS cannot control what the client ultimately does with that assistance and situations where NRCS is making a technical determination (such as Farm Bill HEL or wetland determinations) not associated with the planning process.						
P. Determination of Significance or Extraordinary Circumstances						
To answer the questions below, consider the severity (intensity) of impacts in the contexts identified above. Impacts may be both beneficial and adverse. A significant effect may exist even if the Federal agency believes that on balance the effect will be beneficial. Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts.						
If you answer ANY of the below questions "yes" then contact the State Environmental Liaison as there may be extraordinary circumstances and significance issues to consider and a site specific NEPA analysis may be required.						
Yes	No					
☐	☒	• Is the preferred alternative expected to cause significant effects on public health or safety?				
☐	☒	• Is the preferred alternative expected to significantly affect unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas?				
☐	☒	• Are the effects of the preferred alternative on the quality of the human environment likely to be highly controversial?				
☐	☒	• Does the preferred alternative have highly uncertain effects or involve unique or unknown risks on the human environment?				
☐	☒	• Does the preferred alternative establish a precedent for future actions with significant impacts or represent a decision in principle about a future consideration?				
☐	☒	• Is the preferred alternative known or reasonably expected to have potentially significant environment impacts to the quality of the human environment either individually or cumulatively over time?				
☐	☒	• Will the preferred alternative likely have a significant adverse effect on ANY of the special environmental concerns? Use the Evaluation Procedure Guide Sheets to assist in this determination. This includes, but is not limited to, concerns such as cultural or historical resources, endangered and threatened species, environmental justice, wetlands, floodplains, coastal zones, coral reefs, essential fish habitat, wild and scenic rivers, clean air, riparian areas, natural areas, and invasive species.				
☐	☒	• Will the preferred alternative threaten a violation of Federal, State, or local law or requirements for the protection of the environment?				

Q. NEPA Compliance Finding (check one)		
The preferred alternative:		Action required
☐	1) is not a federal action where the agency has control or responsibility.	Document in "R.1" below. No additional analysis is required
☐	2) is a federal action ALL of which is categorically excluded from further environmental analysis AND there are no extraordinary circumstances as identified in Section "O" .	Document in "R.2" below. No additional analysis is required
☒	3) is a federal action that has been sufficiently analyzed in an existing Agency state, regional, or national NEPA document and there are no predicted <u>significant adverse environmental effects or extraordinary circumstances</u> .	Document in "R.1" below. No additional analysis is required.
☐	4) is a federal action that has been sufficiently analyzed in another Federal agency's NEPA document (EA or EIS) that addresses the proposed NRCS action and its' effects and has been formally adopted by NRCS . NRCS is required to prepare and publish its own Finding of No Significant Impact for an EA or Record of Decision for an EIS when adopting another agency's EA or EIS document. (Note: This box is not applicable to FSA)	Contact the State Environmental Liaison for list of NEPA documents formally adopted and available for tiering. Document in "R.1" below. No additional analysis is required
☐	5) is a federal action that has NOT been sufficiently analyzed or may involve predicted significant adverse environmental effects or extraordinary circumstances and may require an EA or EIS.	Contact the State Environmental Liaison. Further NEPA analysis required.

R. Rationale Supporting the Finding	
R.1 Findings Documentation	Emergency Watershed Protection Program, Natural Resources Conservation Service, Programmatic Environmental Impact Statement, April 2005
R.2 Applicable Categorical Exclusion(s) (more than one may apply)	
7 CFR Part 650 <i>Compliance With NEPA</i> , subpart 650.6 <i>Categorical Exclusions</i> states prior to determining that a proposed action is categorically excluded under paragraph (d) of this section, the proposed action must meet six sidebar criteria. See NECH 610.116.	

I have considered the effects of the alternatives on the Resource Concerns, Economic and Social Considerations, Special Environmental Concerns, and Extraordinary Circumstances as defined by Agency regulation and policy and based on that made the finding indicated above.

S. Signature of Responsible Federal Official:

Wildlife Biologist

Signature

Title

Date

Additional notes
Per NRCS programmatic consultation with the U.S. Fish and Wildlife Service (FWS), it has been determined that the conservation practices listed in Section H – Alternative 1 of this EE worksheet will have no effect on eight federally listed species or their critical habitats because these practices are not used in areas where the following species or critical habitat occur: interior least tern, red knot, piping plover, green sea turtle, Kemp's ridley sea turtle, leatherback sea turtle, loggerhead sea turtle, and West Indian manatee. It was also determined that installation of these conservation practices "may affect, but are not likely to adversely affect" the wood stork. Practices that create or improve foraging wetland habitat for wood storks, will have a beneficial effect on this species.

**ENDANGERED AND THREATENED SPECIES
NECH 610.26
Evaluation Procedure Guide Sheet**

Client/Plan Information:

Hattiesburg

Check all that apply to this

☐ Alternative 1

Guide Sheet review:

☐ Alternative 2

☐ Other

Emergency Watershed Program

DSR#28-04-21-5306-307 Elaine Circle Site

STEP 1.

Are protected species or their habitat present in the area of potential effect?

Note: protected species include federally listed, proposed, and candidate species, as well as State and Tribal species protected by law or regulation. In addition, if a species' listing or status changes before implementation, you must complete this review again.

☐ No

If "No," document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ Yes

If "Yes," document the species and relevant benchmark data on NRCS-CPA-52, then proceed to the applicable section(s) listed below:

- Section 1- Federally listed endangered or threatened species/habitats
- Section 2- Federally proposed species/habitats
- Section 3- Federal candidate species/habitats
- Section 4- State/Tribal species/habitats

SECTION 1: Federally listed endangered or threatened species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the action(s) on endangered or threatened species or their habitat?

☐ No effect

If "No effect," document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ May affect

If "May affect," meaning that the action might affect endangered and threatened species or their habitat in some way, **go to Step 2.**

Federally listed endangered or threatened species/habitats (continued)

STEP 2.

Is NRCS providing financial assistance or otherwise controlling the action(s)?

- ☐ No **If "No," and the effects are purely benign or beneficial,** continue with planning but ensure the client is aware endangered and threatened species or their habitat exists and conservation practices must be applied in a manner that avoids adverse effects. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**
- ☐ No **If "No," and there is a possibility of short-term or long-term adverse effects** then inform the client of NRCS's policy concerning endangered and threatened species and the need to use alternative conservation treatments to avoid adverse effects on these species or their habitat. Further, NRCS assistance will be provided only if one of the conservation alternatives is selected that avoids adverse effects or the client obtains a "take" permit from the FWS/NMFS. Refer the client to FWS/NMFS to address the client's responsibilities under Sections 9 & 10 of the ESA, for Federally listed species. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used. If assistance is continued, document how the alternative conservation treatments avoid adverse effects and proceed with planning.**
- ☐ Yes **If "Yes," and the action will be implemented according to an existing informal consultation, biological opinion, or 4(d) special rule, document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**
- ☐ Yes **If "Yes," and the action cannot be modified to avoid the effect,** inform client that in order to proceed with the action NRCS must consult with FWS/NMFS. Contact your area or State biologist for consultation procedures. The action can only be implemented according to the terms of the consultation. **When consultation is complete, attach the consultation documents to NRCS-CPA-52 or reference them in the notes section below and proceed with planning.**

Notes for Federally listed endangered or threatened species/habitats:

SECTION 2: Federally proposed species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the action(s) on proposed species or their habitat?

☐ No effect

If "No effect," additional evaluation is not needed concerning proposed species or proposed critical habitat. Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ May effect

If "May affect," meaning that the action might affect endangered and threatened species or proposed critical habitat in any way, **go to Step 2.**

STEP 2.

Is NRCS providing financial assistance or otherwise controlling the action?

☐ No

If "No," and the effects are purely benign or beneficial, continue with planning but ensure the client is aware proposed species or their habitat exists and conservation practices must be applied in a manner as to avoid adverse effects. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

☐ No

If "No," and there is a possibility of short-term or long-term adverse effects then inform the client of NRCS's policy concerning proposed species and the need to use alternative conservation treatments to avoid adverse effects on these species or their habitat. Further, NRCS assistance will be provided only if one of the conservation alternatives is selected that avoids adverse effects, and to the extent practicable, provide long-term benefits to species and habitat. Should the client or landowner refuse to apply the recommended alternative conservation treatment, NRCS will inform the client and landowner of the NRCS policy and shall not provide assistance for the action or portion of the action affecting the proposed species.

☐ Yes

If "Yes," and the action will be implemented according to an existing conference report or conference opinion. Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.

☐ Yes

If "Yes," and the action cannot be modified to avoid the effect, inform client that the NRCS must conference with FWS/NMFS. Contact your area or State biologist for conference procedures. Further NRCS assistance can only be provided only if the client agrees to implement the conference recommendations to the extent practicable. **When the conference is complete, attach the conference documents to NRCS-CPA-52, or reference them in the notes section below, and proceed with planning.**

Notes for Federally proposed species/habitats:

SECTION 3: Federal candidate species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the action(s) on candidate species or their habitat?

☐ No adverse effect

If **"No adverse effect,"** additional evaluation is not needed concerning proposed species or proposed critical habitat. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

☐ May adversely effect

If **"May adversely affect,"** recommend alternative treatments that avoid or minimize the adverse effects and, to the extent practicable, provide long-term benefit to the species. **Document the effects of the selected alternative on the NRCS-CPA-52 and proceed with planning.**

Notes for Federally proposed species/habitats:

SECTION 4: State/Tribal species/habitats

STEP 1.

What is the effect (i.e. beneficial/adverse, short-term/long-term, etc.) of the proposed action or alternative on State/Tribal species or their habitat?

☐ No adverse effect

If **"No adverse effect,"** additional evaluation is not needed concerning State or Tribal species of concern. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

☐ May adversely affect

If **"May adversely affect,"** go to Step 2.

STEP 2.

Is NRCS providing financial assistance or otherwise controlling the action?

☐ No

If **"No,"** and there is a possibility of short-term or long-term adverse effects then inform the client of NRCS's policy concerning State and Tribal species and the need to use alternative conservation treatments to avoid or minimize adverse effects on these species or their habitat. Further, NRCS assistance will be provided only if one of the conservation alternatives is selected that avoids or minimizes adverse effects to the extent practicable. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used.** If assistance is continued, document how the alternative conservation treatments avoid or minimize those adverse effects and proceed with planning.

☐ Yes

If **"Yes,"** and the action cannot be modified to avoid the adverse effect, inform client that the NRCS must coordinate with State/Tribal government and receive concurrence on recommended alternatives. Contact your area or State biologist for coordination procedures. Further NRCS assistance will be provided only if the client agrees to implement a concurred upon alternative and obtains any required permits. **Document on the NRCS-CPA-52, or notes section below, the finding, rationale, and information sources used and proceed with planning.**

Notes for State/Tribal species/habitats:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 22, 2022

Re: Acknowledge proposal received November 3, 2022 for Consultant services to create the 2023-2027 Consolidated Plan and 2023 Annual Action Plan for the City of Hattiesburg; Authorize re-advertisement for said proposals per attached memo.
File Number: 2022-887
Minute Book #

Summary

Acknowledge proposal received November 3, 2022 for Consultant services to create the 2023-2027 Consolidated Plan and 2023 Annual Action Plan for the City of Hattiesburg; Authorize re-advertisement for said proposals per attached memo.

Recommendation Statement

I recommend approval of this item.

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

**REQUEST FOR PROPOSALS
CITY OF HATTIESBURG
2023-2027 CONSOLIDATED PLAN AND 2023 ACTION PLAN**

The City of Hattiesburg is requesting proposals from qualified and experienced firms or individual consultants to create the 2023-2027 Consolidated Plan to include the 2023 Annual Action Plan. The City of Hattiesburg is a CDBG Entitlement community; a recipient of CDBG and HOME funds.

Project Deliverables

1. 2023-2027 Consolidated Plan

The selected consultant will work with City staff on the development of the 2023-2027 Consolidated pursuant to 24 CFR Part 91 and the IDIS Consolidated Template. The 2023-2027 Consolidated Plan must be submitted to the City of Hattiesburg no later than May 19, 2023. The period of this Consolidated Plan is January 1, 2023 to December 31, 2027. The Consolidated Plan must meet all federal regulations and follow the HUD guidance for the eCon Planning Suite, including but not limited to 24 CFR Part 91, and HUD CPD Notice 12-009, Consolidated in IDIS Desk Guide, etc.

2. 2023 Annual Action Plan (AAP)

The 2023 AAP is adopted prior to the beginning of each program year and identifies the projects and programs the City plans to fund and implement, in conformance with the Consolidated Plan. Entitlement program funds are appropriated in the AAP to programs and activities that meet the Consolidated Plan goals. There are five AAPs that will be administered under the 2023-2027 Consolidated Plan. The 2023 AAP must be developed in accordance with 24 CFR 91.220 and other HUD requirements and guidance.

Scope of Work

The selected consultant will be responsible for assisting the Community Development Department staff with the development of the 2023-2027 Consolidated Plan and 2023 AAP, including all narratives, data tables, and other plan elements. All project deliverables must be prepared and meet federal regulations and guidance provided by HUD. The planning process shall be led by the consultant, with assistance from City staff and include the following:

1. Data Collection, Research and Analysis

Data collection, research and analysis to understand and communicate the demographic, economic, and housing conditions of the community for each of the project deliverables, as applicable. The consultant must use data from a variety of sources and present it in the tables required by the eCon Planning Suite required by HUD. Additional tabulations and maps needed to assess and present a comprehensive assessment of community needs and market conditions must also be included. When appropriate, comparisons with national and state data that assists in developing the recommended projects and activities in all project deliverables should be included. The consultant should provide a summary of all data used in the various plan deliverables. As part of the project scope, the selected consultant must review and consider the following in the development of the project deliverables:

- Past and present CDBG plans, including past Consolidated Plans, AAPs, Housing Needs Assessments, and Analysis of Impediments to Fair Housing Choice (AI)
- Other City Plans and Projects, including the Comprehensive Plan, Tax Increment Financing (TIF) Plans, Neighborhood and Area Plans

- Information on past and current Community Development programs, policies and related materials, including but not limited to residential rehabilitation, purchase assistance, parks projects, etc.
- Copies of Zoning, Subdivision and other land use regulations

2. Community Outreach and Public Hearings

- The consultant will be required to plan and coordinate all public meetings and public hearings associated with all project deliverables
- The consultant will be responsible for conducting meaningful community outreach and engagement, as required by HUD, with stakeholders for all project deliverables, including outreach to and engagement with citizens, city staff members from various departments, the Hattiesburg Housing Authority, nonprofit and other agencies, neighborhood leaders, elected officials, etc.
- Regular (weekly, bi-weekly) meetings with City staff expected for the duration of the project

3. Goal Development and Strategic Planning Outcomes

The consultant will be responsible for establishing the strategic vision of the Consolidated Plan and AAP, based on data collection, research, and analysis, and public feedback. Additionally, the consultant will be responsible for developing the following for all project deliverables:

- Development and definition of goals to address community needs and gaps
- Development and definition of projects and activities to meet the needs of the community
- Priorities for the allocation of funding resources

4. Additional Requirements

- All deliverables, processes, and planning methods must be developed in accordance with HUD rules and regulations
- Consultant will assist with any modifications required by HUD, if the final deliverables are not approved upon initial submission
- Consultant must respond to all requests from city staff in a timely manner

Timeline

All project deliverables must be completed and available for public comment no less than 60 days prior to HUD submission deadline. Consultant responsibilities terminate upon plan acceptance and approval by HUD.

City Staff Participation

The City has limited professional staff capacity to support the project and will rely on the consultant's experience to ensure that all necessary components of the project are completed in a timely manner and submitted to HUD by the necessary deadlines.

The City will provide a list and contact information for local nonprofits, other agencies and neighborhood organizations. City staff will assist with room reservations for public meetings.

Proposal Requirements

In order to be considered a complete proposal by the City of Hattiesburg, Urban Development, Community Development Division, the following contents must be included in the proposal:

1. Cover letter on the firm's letterhead highlighting qualifications and experiences, detailing the Consultant's ability to respond to all requirements outlined in the document. Minority, women, or disadvantaged business enterprises are encouraged to apply. Please indicate if your organization is one of these types of businesses.
2. Provide a description of your firm including, name, Unique Entity Identifier, address(es) of the offices of the firm, name of the principal(s) of the firm, contact information of a representative of the firm authorized to discuss the proposal, statement of whether there are any ongoing, pending, or potential legal actions against the firm.
3. Consultant Qualifications:
 - Background of your firm's direct experience in providing consulting services for HUD plans, including five-year Consolidated Plans, AI, NRSA Plans, and AAPs. Include your experience with HUD's Consolidated Planning tool and eCon Planning Suite within IDIS.
 - List of principal(s) and other consulting team members, including an organizational chart showing staff involved in the project and their respective assignments. Provide appropriate background information for each person and identify his or her responsibilities.
 - Provide Resumes of principal(s) and other consulting team members
 - Provide a detailed list of a minimum of three references including name, email, and telephone number for organizations or businesses for whom you have performed similar work
 - A breakdown of the percentage of work to be performed by each consultant/sub-consultant team member as part of this contract
 - Identify any conflict of interest that may arise as a result of this contract

4. Project Approach

- Narrative that includes the consultant's understanding of the purpose of the various project deliverables in this RFP
- Discussion of previous experience with Consolidated Plans, and AAPs, and other housing analysis efforts and how lessons learned through those projects will be used in this project
- Detailed discussion of the items listed in the "Consultant Qualifications" above with elaboration on how the consulting team meets those qualifications
- In addition to the public meetings required by HUD, description of proposed elements for public outreach and engagement, including but not limited to stakeholder interviews, focus groups, surveys and other methods for obtaining public input
- Specific project task descriptions, associated outcomes/deliverables and corresponding budget
- A separate allocation of travel, supplies, and any contingency costs per project task item

- Ability to complete the work within the anticipated schedule and budget. All project deliverables must be completed and submitted to HUD

5. Fees

The cost of services is one of the factors that will be considered in awarding this contract. Please provide a detailed breakdown of your proposed fees for this engagement. Provide an estimate for each task described in the scope of work for all project deliverables.

Proposal Evaluation Process/Criteria

A selection committee will be established to review the proposals using the following criteria to evaluate proposals:

- The Consultant's project approach and overall understanding of City's needs and HUD requirements for the project deliverables, presented in a comprehensive but straightforward manner — 45%
- Experience with HUD's eCon Planning Suite and the requirements for building a Plan in IDIS — 15%
- Qualifications of the firm and experience in providing the HUD required project deliverables, as exemplified by past projects — 15%
- Experience and qualifications of the principal(s) and other personnel assigned to the project — 10%
- Cost of Services — 10%
- References — 5%

It is expected that the selected consultant will work within the timeline established in Section 4: Timeline.

Proposal Submission

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 Clerk's Office no later than **December 22, 2022**, by 10:00 AM, 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
2023-2027 CONSOLIDATED PLAN / 2023 ANNUAL ACTION PLAN**

Contact Information

The full RFP can be accessed at www.hattiesburgms.com/community-development/. All questions should be directed to Petra Wingo, Division Manager for Community Development, (601) 554-1006.

Helpful links: Consolidated Plan Regulations and Federal Register Notices
<https://www.hudexchange.info/programs/consolidated-plan/consolidated-plan-regulations-and-federal-register-notice/>

Consolidated Planning Data Sources
<https://www.hudexchange.info/resource/3179/consolidated-planning-data-sources/>

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

BY: _____
CITY CLERK

Toby Barker, Mayor

PUBLISH Once in the Legal Section: Hattiesburg Post, December 1, 2022

INTEROFFICE MEMORANDUM

TO: MAYOR BARKER, HATTIESBURG CITY COUNCIL
FROM: PETRA WINGO
CC: WILEY QUINN
SUBJECT: RE-ADVERTISMENT OF REQUEST FOR PROPOSALS FOR 2023-2027 CONSOLIDATED PLAN
& 2023 ANNUAL ACTION PLAN
DATE: 11/03/2022

The Community Development Division received one proposal from the initial publication dated October 13, 2022. Request to re-advertise for competitive pricing.

Respectfully,
Petra Wingo
Community Development
Division Manager



FILED

NOV 03 2022

CITY CLERK
Cecilia Jones

**Proposal for
Professional Consultant Services
to Develop the City of Hattiesburg's
2023-2027 Consolidated Plan and 2023 Annual Action Plan
for the Community Development Block Grant
and HOME Entitlement Programs**

**Submitted By
Grace Aaron Development Consultant
135 Fayard Street
Biloxi, MS 39530
(228) 861-2994
graceinbiloxi@gmail.com**

November 2, 2022

Grace Aaron Development Consultant
135 Fayard Street
Biloxi, MS 39530
(228) 861-2994
graceinbiloxi@gmail.com

November 2, 2022

Technical Review Committee
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

RE: Professional Consultant Services Proposal
City of Hattiesburg 2023-2027 Consolidated Plan and 2023 Annual Action Plan

Dear Technical Review Committee Members:

I appreciate the opportunity to submit this proposal to the City of Hattiesburg for professional consultant services to assist in developing its 2023-2027 Consolidated Plan and 2023 Annual Action Plan as required by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) and HOME Entitlement Programs.

As detailed in the enclosed proposal, I have the combined experience and qualifications to develop Hattiesburg's CDBG planning documents using the HUD eCon Planning Suite, Integrated Disbursement and Information System (IDIS). I have considerable direct experience developing Consolidated Plans and Annual Action Plans for the Cities of Biloxi, Moss Point and Pascagoula. As these municipalities have different CDBG program years than the City of Hattiesburg, there will be no scheduling conflict.

I am available to meet with you to answer any questions you may have regarding my experience, qualifications or capacity to perform the requested professional services.

Thank you for the opportunity to submit this proposal.

Sincerely,


Grace Aaron
Development Consultant

Enclosure

**Proposal for Professional Consultant Services
to Assist the City of Hattiesburg in Developing its 2023-2027
Consolidated Plan and 2023 Annual Action Plan for the
CDBG Entitlement Program**

1. Cover Letter and Introduction

As stated in the preceding cover letter, I am responding to the City of Hattiesburg's Request for Proposals (RFP) for professional consultant services to assist in developing the City's Five-Year Consolidated Plan and 2023 Annual Action Plan for its Community Development Block Grant (CDBG) Entitlement Program.

As detailed in this proposal, I have considerable experience assisting CDBG Entitlement cities develop their planning and reporting documents in compliance with U.S. Department of Housing and Urban Development (HUD) regulations, policies, procedures and deadlines. I also have extensive experience working with the Econ Planning Suite, Integrated Disbursement and Information System (IDIS) software.

Experience has taught me the importance of working with City staff to establish and adhere to a well-defined timeline, or development schedule, which identifies a date for each required step to be taken toward development of the project deliverable. While the schedule should allow some flexibility to accommodate the unanticipated, such as rescheduling meetings due to severe weather or additional follow up time to secure requested information that has not been provided, a development schedule helps ensure the project deliverable meets regulatory requirements, adheres to the Citizen Participation Plan's policies and procedures and allows adequate document review and revision time prior to identifies appropriate goals to guide investment of CDBG resources to meet community needs during the five-year period.

If selected as consultant, I will collaborate with City staff on a regular basis throughout the development process and will prepare the 2023-2027 Consolidated Plan and 2023 Annual Action Plan in compliance with HUD regulations and policies and that will include required data and public input provided during an extensive outreach process. I will deliver these documents on time and within budget.

I am available to begin work for the City of Hattiesburg immediately.

2. Description of Firm

Grace Aaron Development Consultant

I meet the State of Mississippi's requirements to qualify as a Woman-Owned Business Enterprise (WBE) but I prefer not to provide my social security number as required to register as such.

Grace Aaron, Sole Proprietor – UEI/SS# will be provided if a contract is offered

Office address: 135 Fayard Street
Biloxi, MS 39530

Telephone: 228-861-2994

Email: graceinbiloxi@gmail.com

There are no ongoing, pending or (known) potential legal actions against this business.

3. Consultant Qualifications

Background and Direct Experience Developing HUD Planning Documents:

For the past 23 years, I have been self-employed as a consultant for cities, counties and nonprofit organizations developing grant applications and administering grants programs funded by a wide variety of sources. Since 2015, however, I primarily have focused on assisting CDBG Entitlement cities with developing Five-Year Consolidated Plans, Annual Action Plans, 5-Year Analysis of Impediments to Fair Housing Choice, Citizen Participation Plans and CDBG Standard Operating Procedure Manuals.

I have considerable experience developing CDBG Consolidated Plans, Annual Action Plans; CAPERS; substantial amendments to HUD-required planning documents; and environmental reviews in compliance with federal regulations and policies and using the required software (IDIS or HEROs), as applicable.

I am very familiar with the federal regulations, policies and procedures of the CDBG Entitlement Program and have considerable experience researching and analyzing HUD-required data for inclusion in Consolidated Plans and Annual Action Plans in the format prescribed by the IDIS software. I also familiar with the resources available through the HUD Exchange as well as with the U.S. Census, which has adapted data to supplement that which is prepopulated in CDBG Consolidated Plans and Annual Action Plans.

My combined CDBG Entitlement Program experience and academic qualifications give me a unique understanding of the technical and organizational skills necessary to prepare a Five-Year

Consolidated Plan and an Annual Action Plan that are fully compliant with federal regulations, policies and their intent, as interpreted by HUD.

My academic qualifications, which include holding a Master of Public Policy and Administration Degree from Mississippi State University and a Bachelor of Arts Degree as a magna cum laude graduate of Mississippi University for Women, enhance my direct experience administering CDBG Entitlement Programs and preparing HUD-required plans and documents.

Other qualifications I have developed as a grants consultant during the past 23 years include the ability to meet deadlines; solicit public input; organize and conduct community meetings, public hearings and surveys; compile and analyze information from numerous sources; present said information in various formats; prepare documents for public review and City Council adoption; assist elected officials and staff in developing grant-eligible projects; and serve as a liaison between local units of government and federal, state and private funding agencies.

My qualifications also include the ability to maintain good working relationships with a broad range of federal, state, regional and local public service agencies, enhancing my success accessing data and developing information required to be incorporated into Consolidated Plans and Annual Action Plans.

I understand that the City of Hattiesburg's deadline for submitting its 2023-2027 Consolidated Plan and 2023 Annual Action Plan to HUD via IDIS is firm and that specific documentation must be submitted with the HUD planning documents. I will insert the required information into IDIS by the May 19, 2023 deadline, identified in the RFP. Further, I will assist the City in modifying either or both of the two CDBG planning documents as may be required by HUD following initial submission.

My direct experience in providing consulting services for development of HUD plans is as follows:

City of Biloxi

I assisted with developing and submitting:

- CDBG Annual Action Plans for 2013 through 2022 (HUD approved the 2022 AAP on October 27, 2022, pending execution of a Grant Agreement);
- CDBG Five-Year Consolidated Plans for 2015-2019 and 2020-2024;
- CDBG Consolidated Annual Performance and Evaluation Reports for 2013 through 2021 (currently, I am assisted with developing the 2021 CAPER);
- Prepared HUD-required 2014 Analysis of Impediments to Fair Housing Choice and assisted in preparing 2019 Analysis of Impediments to Fair Housing Choice;

- substantial amendments to the Biloxi Citizen Participation Plan to comply with regulations:
 - expanding public outreach and consultation for HUD planning documents; and
 - authorizing COVID-19 waivers; and
- substantial amendments to the 2015-2019 Consolidated Plan and 2019 Annual Action Plan to budget CARES Act funds and identify eligible CDBG-CV projects and activities.

City of Moss Point

I assisted with developing and submitting:

- CDBG Annual Action Plan 2019, CARES Act substantial amendment;
- CDBG Annual Action Plans 2020-2022; and
- CDBG 2022-2024 Consolidated Plan.

City of Pascagoula

I assisted with developing and submitting:

- CDBG Annual Actions Plans 2016 through 2022; and
- CDBG 2020-2024 Consolidated Plan.

Direct Experience with HUD's eCon Planning Suite and Integrated Disbursement and Information System (IDIS)

After the 2015 effective date for using HUD's eCon Planning Suite, I became solely responsible for entering all text and data into IDIS for the Consolidated Plans, Annual Action Plans, CAPERS, and substantial amendments to the plans identified above. I also was responsible for submitting the documents via IDIS and modifying them, if required by HUD.

On an on-going basis, I participate in HUD webinars, especially those pertaining to regulatory requirements and changes to IDIS.

I also have experience working with the HUD Environmental Review Online System (HEROS) software, which must be used to meet federal environmental review requirements for all CDBG-funded projects and activities. This may be pertinent to work under the proposed contract with the City of Hattiesburg in terms of helping to identify potential environmental conflicts/challenges that may be associated with projects being considered for CDBG funding.

List of Principals and Other Consulting Team Members

The requested organizational chart is not included with this proposal as I will perform and be responsible for 100% of the work required to assist the City in developing its 2023-2027

Consolidated Plan and 2023 Annual Action Plan, if selected. Based on the work I have successfully accomplished during the last 23 years as a self-employed consultant, I do not anticipate a need to subcontract any of the requested services to satisfactorily complete the scope of work. I have extensive experience successfully managing my time and work capacity, which allows me to guarantee timely delivery of quality work products that meet my contractual commitments for each client.

While I currently have contracts with three CDBG Entitlement Program cities, their program years begin October 1 and end September 30 as opposed to the City of Hattiesburg's program year that begins January 1 and ends December 31. This difference will prevent a scheduling issue in terms of providing City of Hattiesburg deliverables on time as identified in the RFP.

There are no known conflicts of interest that may arise from my entering into a contract with the City of Hattiesburg for the proposed work.

My resume is included in this proposal and a list of references follows.

For specific information regarding the CDBG Entitlement Program work I have performed for the Cities of Biloxi, Pascagoula and Moss Point, I have provided contact information for the City official most familiar with my work as well as the staff person for whom I worked. I included Helen Werby as a non-City reference as I assisted with developing the Joint City of Biloxi and Biloxi Housing Authority 2019 Analysis of Impediments to Fair Housing Choice (AI).

References

Michael Leonard, Biloxi CAO (may still be out-of-the-office following surgery)
P.O. Box 429
Biloxi, MS 39533
Telephone: (228) 435-6254 Email: mleonard@biloxi.ms.us

For specific information regarding HUD work:

Susan Pickich, Biloxi Manager
Federal Programs Division
P.O. Box 429
Biloxi, MS 39533
Telephone: (228) 435-6269 Email: spickich@biloxi.ms.us

Michael Silverman, Pascagoula City Manager
P.O. Drawer 908
Pascagoula, MS 39568

Telephone: (228) 938-2351

Email: msilverman@cityofpascagoula.com

For specific information regarding HUD work:

Aleta Raley, Pascagoula Grants Administrator

P.O. Drawer 908

Pascagoula, MS 39568

Telephone: (228) 938-2351

Email: araley@cityofpascagoula.com

Billy E. Knight, Mayor

City of Moss Point

4320 McInnis Avenue

Moss Point, MS 39563

Telephone: (228) 475-0300

Email: billy.knight@cityofmosspoint.org

For specific information regarding HUD work:

Jacquelyn Davis, Manager

Special Grants and Projects

City of Moss Point

4320 McInnis Avenue

Moss Point, MS 39563

Telephone: (228) 474-2345

Email: Jacquelyn.davis@cityofmosspoint.org

For information regarding 2019 AI work:

Helen Werby, Executive Director

Biloxi Housing Authority

330 Benachi Avenue

Biloxi, MS 39530

Telephone: (228) 861-9355

Email: hwerby@biloxihousing.org

4. Project Approach

I understand that project deliverables under this RFP are a critical component of the City's CDBG Entitlement Program. The Consolidated Plan (ConPlan) serves as the CDBG and HOME Programs' five-year plan, identifying goals that will help address priority community needs through investment of CDBG and HOME resources. I also understand development of a meaningful planning document that accurately identifies and prioritizes community needs requires a well-structured, inclusive citizen participation process and analysis of demographic and existing conditions data.

The 2023 Annual Action Plan (AAP) serves as the annual application for HUD Entitlement funding and identifies how CDBG and HOME resources available in that program year will be budgeted to address ConPlan goals through specific projects and activities.

Experience developing ConPlans and AAPs for three other HUD Entitlement cities, as identified in the Qualifications section, has taught me the importance of working with City staff to establish and follow a well-defined development schedule, identifying a date for each step to be taken toward completion of the project deliverable. While the schedule should allow some flexibility to accommodate the unanticipated, such as needing to reschedule meetings due to severe weather or allowing additional follow up time when required information has been requested but is not provided, the development schedule helps ensure project deliverables are completed by the deadline and comply with regulatory requirements; adhere to Citizen Participation Plan policies and procedures; and allow for adequate document review by specified City representatives.

Concurrent with creating the Consolidated Plan in IDIS, initiating review of existing City plans, ordinances and documents and researching other appropriate sources of data required for the Needs Assessment, Housing Market Analysis and Strategic Plan components, I will clarify the City's preferred approach for 2023 outreach and finalize the development schedule. The components of the ConPlan are interrelated in the same way that development of the 2023 Annual Action Plan is an interrelated component of the Consolidated Plan. I am not able to provide a separate budget by project component or project deliverable as requested in the RFP.

Based on initial review of HUD-required documents posted on the City's website, past efforts of City staff to encourage public participation have been successful, with good attendance and input. My preference for defining the public outreach component of this contract is to mirror the approach that has worked well in Hattiesburg, based on discussion with appropriate City staff. I will review the list of local nonprofits, agencies and neighborhood organizations provided by the City and will expand it, if necessary, to encourage the participation of a broad range of residents and potential stakeholders into development of the two HUD documents.

Guided by staff, I will reach out via email or mailed letter to schedule at least one interagency meeting with service providers and a series of small group meetings (stakeholder interviews and focus groups), with participants identified by HUD-required topic, early in the development process. Based on staff input, I may develop a community needs survey for distribution to those on the City's CDBG list or others, to be determined. Shortly after finalizing the development schedule, I would like to mail an invitation flier to neighborhood associations, faith-based organizations, and others identified by the City, which identifies the dates of the

two required public hearings and designated 30-day written comment period. I also will contact other local units of government, regional agencies, nonprofit organizations and others identified by HUD by email and mailed letters, based on availability of contact information.

In my experience, the format of public meetings conducted as a component of HUD document development has a direct impact on if and what input is provided by those in attendance. When possible, I take a less formal approach than simply presenting required information and then asking for questions or comments. I prefer to begin meetings by inviting attendees to introduce themselves and then I encourage a discussion of the agenda topics. This generally generates meaningful input that more comprehensively identifies unmet needs in the community by defining who is impacted and the history of previous efforts to address those needs.

5. Fees

Professional Consultant Services Costs

To assist the City of Hattiesburg in developing and submitting its Five-Year Consolidated Plan and 2023 Annual Action Plan as described in the RFP, I propose to provide the requested professional consultant services for a total amount not to exceed \$26,600.00, based on an estimated 280 hours to complete the work at my hourly rate of \$95.00. To comply with federal requirements, the \$26,600 may be considered a lump sum amount but the City will be billed only for the hours required to provide the identified deliverables.

The hourly \$95.00 rate includes indirect costs to provide the requested consultant services. It does not include travel costs, which are capped at \$2,440.00, or copying costs. At the City's request, copies will be made of material developed as part of this contract and costs will be invoiced at the per page rates identified below. Postage and envelopes will be billed to the City of Hattiesburg at cost, based on receipts provided.

Total Travel Costs \$2,440.00

Travel costs are based on an estimated contract period of 19 weeks, with a contract start date of January 9, 2023 and ending date of May 19, 2023.

- Mileage estimated cost: **\$1,960.00**

Travel cost reimbursement will be billed at the 2021 state rate of \$0.56 per mile based on the actual number of 140-mile roundtrips from Biloxi to Hattiesburg required.

The mileage estimate is based on 19 weekly meetings with staff, as identified in the RFP, plus six additional roundtrips to allow for two required hearings, outreach meetings and any additional staff meetings as may be requested. The City will not be billed for additional trips beyond the 25 estimated.

- Five nights of lodging: \$ 480.00

Hotel reimbursement will be billed at the 2021 Mississippi State rate of \$96.00 for lodging when public hearings and/or meetings are scheduled after 5:00 p.m. or extend beyond 5 p.m. The City will be billed for the actual number of nights overnight lodging is required, not to exceed five nights.

Supplies

Copying costs for black and white, single-sided copies on 24 lb. standard white paper will be invoiced at the rate of \$0.12 per page for unbound draft documents, agenda packets, outreach letters and fliers, and other material copied at the City's request or direction.

Color copying costs will be invoiced at the rate of \$0.55 per single-sided copy on 24 lb. standard white paper.

The City will be provided digital copies of each public hearing agenda packet, the public review draft and the final, adoption version of the combined Five-Year Consolidated Plan and 2023 Annual Action Plan. Copies will be made and provided based on the above rates.

Requests for bound copies of any material under this contract will be invoiced at actual cost for copying and binding, based on receipts.

Postage and envelopes will be billed to the City at cost, based on receipts provided.

Grace Aaron
135 Fayard Street
Biloxi, MS 39530
228-861-2994
graceinbiloxi@gmail.com

Education

Bachelor of Arts, Mississippi University for Women, 1983
Magna Cum Laude, double major in English and journalism with
minor in political science
Master of Public Policy and Administration, Mississippi State University, 1984
Public Service Fellowship
Ph.D. in Urban Studies coursework completed, University of New Orleans, 1993

Experience

Grace Aaron Development Consultant

Self-Employed since 1999

Work primarily focuses on developing successful federal, state and private agency grant applications and administering grant programs funded by HUD and other agencies listed below.

Other professional services include preparing planning documents, reports and analyses to guide and promote community development and to support municipal compliance with federal, state and local regulations and policies. Current clients include the cities of Biloxi, Moss Point and Pascagoula.

Institute for Museum and Library Services, Museums for America Program
Mississippi-Alabama Sea Grant Consortium Sustainable Communities Program
Mississippi Arts Commission
Mississippi Department of Archives and History, Community Heritage Preservation,
Mississippi Landmark and Certified Local Government Programs
Mississippi Department of Environmental Quality, Section 319 and Solid Waste
Management Programs
Mississippi Department of Marine Resources, Mississippi Tidelands Trust Fund and
GOMESA Programs
Mississippi Department of Transportation, Transportation Enhancement Program
Mississippi Department of Wildlife, Fisheries and Parks, Recreational Trails Program
Mississippi Development Authority Economic Development Highway Program and Gulf
Coast Restoration Fund

Mississippi Forestry Commission, Urban and Community Forestry Assistance Program
Mississippi Humanities Council
Mississippi Tennis Association, Community Facilities Program
National Endowment for the Arts
National Endowment for the Humanities, Preserve America Program
National Fish and Wildlife Foundation, 5 Star Restoration Challenge Grant Program
National Oceanic and Atmospheric Administration, Coastal Storms Program
U.S. Department of Commerce, Economic Development Administration Grant Programs
U.S. Department of Housing and Urban Development, CDBG Entitlement Program and
Small Cities CDBG Program
U.S. Department of the Interior, Coastal Impact Assistance Program (CIAP) and National
Park Services' Save America's Treasures Program
U.S. Department of Justice, Community-Oriented Policing Program
U.S. Environmental Protection Agency, Brownfields Assessment and Clean Up Grants
and Five Star Restoration Grant Programs

Positions Held Prior to 1999:

Executive Director Southern Cultural Heritage Foundation, Vicksburg, MS (1994-1996)
Executive Director MUW Foundation, Columbus, MS (1993-1994)
Deputy Director Southern Mississippi Planning & Development District, Gulfport, MS
(1991-1993)
Community Development Department Director, City of Biloxi, MS (1989-1991)
Economic Development Manager, City of Biloxi, MS (1987-1989)
Clerk of City Council, City of Biloxi, MS (1985-1987)
Special Projects Analyst, Governor's Office of Federal-State Programs, Jackson, MS
(1984-1985)

Community Activities

Biloxi Bay Area Chamber, member & former vice president of culture/heritage committee
Mississippi Gulf Coast Master Naturalist
Pascagoula River Audubon Center, member
Rue-Vieux, LLC: supporting preservation-based redevelopment of downtown Biloxi
Main Street Biloxi, original board member
Biloxi Christmas on the Water Boat Parade, judges committee (1988-2014)
Mississippi Gulf Coast National Heritage Area, former Harrison County Commissioner
Gallery 782 Co-Art, former board president and member
Outstanding Preservation Volunteer, City of Biloxi, 2012
Arts & History Volunteer of the Year, City of Biloxi, 2010
Mississippi Main Street Association Board President, 1995
Leadership Gulf Coast, Class of 1991-92

References

Available upon request



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Acknowledge receipt of closing documents for the Longleaf North Infrastructure Improvements project and authorize payment of final pay application, Final Acceptance of project, and release of deposit submitted in lieu of retainage.
File Number: 2022-875
Minute Book #

Summary

Acknowledge receipt of closing documents for the Longleaf North Infrastructure Improvements project and authorize payment of final pay application, Final Acceptance of project, and release of deposit submitted in lieu of retainage.

Recommendation Statement

I recommend approval of this item.

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



Engineering Progress

November 11, 2022

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

Attn: Lamar Rutland, P.E.

**RE: Longleaf North Area Infrastructure Improvements
City of Hattiesburg**

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. Pay Estimate No. 15 and Final for the contractor in the amount of \$436,264.40
2. Contractor's Affidavit of Release of Liens
3. Contractor's Affidavit of Payment of Debts
4. Consent of Surety to final Payment
5. Warranty Letter
6. Request for return of Deposit in the amount of \$68,500.00

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease'.

Shea E. McNease, P.E.
Project Engineer

/sm

enclosures

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 103122-15

To Customer: City of Hattiesburg 212 West Front Street Hattiesburg, MS 39401	Project: H21014- Longleaf North Area Infrastructure Improvements	Via Engineer: Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	Application No.: JB App #15 Final	FINAL	Distribution to: ☐ Owner ☐ Engineer ☐ Contractor
From Contractor: Hemphill Construction Company, Inc. PO Drawer 879 1858 Hwy 49 South Florence, MS 39073	Owner: City of Hattiesburg 212 West Front Street Hattiesburg, MS 39401		Period From: 4/30/2022		
			Period To: 10/31/2022		
Application Date: 11/11/2022		External Contract No.: N/A			
		Contract Date: 1/6/2021			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$2,730,000.00
2. Net Change By Change Order	\$441,114.08
3. Contract Sum To Date	\$3,171,114.08
4. Work Completed To Date	\$3,171,114.08
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$3,171,114.08
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are furnished in lieu of Retainage.	\$88,500.00
c. Retainage on Work Completed to Date 0.00 %	\$0.00
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$0.00
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$3,171,114.08
9. Less Previous Certificates For Payments	\$2,734,849.68
10. Current Payment Due	\$436,264.40
11. Balance to Finish, Plus Retainage	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$19,917.58	\$0.00
Total Approved this Month	\$421,196.50	\$0.00
TOTALS	\$441,114.08	\$0.00
Net Changes By Change Order	\$441,114.08	

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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By: [Signature] Date: 11/11/2022

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 1st day of November 2022

Notary Public: [Signature]

My Commission expires: January 12, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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 **\$ 436,264.40**

(Attach 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.)

ENGINEER: [Signature]

OWNER:

By: [Signature] Date: 11/11/2022

Date: _____

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 any rights of the Owner or Contractor under this Contract.

Page 2 of 6

Application No. : JB App #15

Application Date : 11/01/22

Period From: 04/30/22

Period To: 10/31/22

External Contract No.:

Contract: H21014- Longleaf North Area Infrastructure Improvements

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
Sewer Pipe														
1	8" SDR 26 PVC Sewer Pipe (0'-6')	LF	546.00	\$32.00	\$17,472.00	546.00	0.00	546.00	\$17,472.00	\$0.00	0.00	\$17,472.00	\$0.00	100.00%
2	8" SDR 26 PVC Sewer Pipe (6'-8')	LF	3,409.00	\$40.00	\$136,360.00	3,409.00	0.00	3,409.00	\$136,360.00	\$0.00	0.00	\$136,360.00	\$0.00	100.00%
3	8" SDR 26 PVC Sewer Pipe (8'-10')	LF	2,517.00	\$45.00	\$113,265.00	2,517.00	0.00	2,517.00	\$113,265.00	\$0.00	0.00	\$113,265.00	\$0.00	100.00%
4	8" SDR 26 PVC Sewer Pipe (10'-12')	LF	2,199.00	\$55.00	\$120,945.00	2,199.00	0.00	2,199.00	\$120,945.00	\$0.00	0.00	\$120,945.00	\$0.00	100.00%
5	8" SDR 26 PVC Sewer Pipe (12'-14')	LF	362.00	\$65.00	\$23,530.00	362.00	0.00	362.00	\$23,530.00	\$0.00	0.00	\$23,530.00	\$0.00	100.00%
6	8" SDR 26 PVC Sewer Pipe (14'-16')	LF	46.00	\$98.00	\$4,508.00	46.00	0.00	46.00	\$4,508.00	\$0.00	0.00	\$4,508.00	\$0.00	100.00%
7	10" SDR 26 PVC Sewer Pipe (10'-12')	LF	135.00	\$57.00	\$7,695.00	135.00	0.00	135.00	\$7,695.00	\$0.00	0.00	\$7,695.00	\$0.00	100.00%
8	10" SDR 26 PVC Sewer Pipe (12'-14')	LF	136.00	\$62.00	\$8,432.00	127.00	9.00	136.00	\$7,874.00	\$558.00	0.00	\$8,432.00	\$0.00	100.00%
9	10" SDR 26 PVC Sewer Pipe (14'-16')	LF	395.00	\$88.00	\$34,760.00	531.00	-136.00	395.00	\$46,728.00	\$-11,968.00	0.00	\$34,760.00	\$0.00	100.00%
10	Removal of Existing Sewer Line	LF	6,772.00	\$2.00	\$13,544.00	6,713.00	59.00	6,772.00	\$13,425.00	\$118.00	0.00	\$13,544.00	\$0.00	100.00%
11	Abandonment of Existing Sewer Line (All Sizes)	LF	2,959.00	\$3.00	\$8,877.00	0.00	2,959.00	2,959.00	\$0.00	\$8,877.00	0.00	\$8,877.00	\$0.00	100.00%
12	Tracer Wire System for Sewer	LS	1.00	\$0.00	\$25,300.00	1.00	0.00	1.00	\$25,300.00	\$0.00	0.00	\$25,300.00	\$0.00	100.00%
Sewer Pipe Totals					\$514,688.00				\$577,103.00	\$-2,416.00	\$0.00	\$514,688.00	\$0.00	100.00%
Sewer Manhole														
13	48" Precast Concrete Sewer Manhole (0' - 6')	EA	3.00	\$3,000.00	\$9,000.00	3.00	0.00	3.00	\$9,000.00	\$0.00	0.00	\$9,000.00	\$0.00	100.00%
14	48" Precast Concrete Sewer Manhole (6' - 8')	EA	11.00	\$3,500.00	\$38,500.00	11.00	0.00	11.00	\$38,500.00	\$0.00	0.00	\$38,500.00	\$0.00	100.00%
15	48" Precast Concrete Sewer Manhole (8' - 10')	EA	8.00	\$4,000.00	\$32,000.00	8.00	0.00	8.00	\$32,000.00	\$0.00	0.00	\$32,000.00	\$0.00	100.00%
16	48" Precast Concrete Sewer Manhole (10' - 12')	EA	9.00	\$4,500.00	\$40,770.00	7.00	2.00	9.00	\$31,710.00	\$9,060.00	0.00	\$40,770.00	\$0.00	100.00%
17	48" Precast Concrete Sewer Manhole (12' - 14')	EA	1.00	\$6,000.00	\$6,000.00	1.00	0.00	1.00	\$6,000.00	\$0.00	0.00	\$6,000.00	\$0.00	100.00%
18	48" Precast Concrete Sewer Manhole (14' - 16')	EA	1.00	\$7,000.00	\$7,000.00	1.00	0.00	1.00	\$7,000.00	\$0.00	0.00	\$7,000.00	\$0.00	100.00%
19	48" Precast Concrete Sewer Manhole (16' - 18')	EA	1.00	\$8,500.00	\$8,500.00	1.00	0.00	1.00	\$8,500.00	\$0.00	0.00	\$8,500.00	\$0.00	100.00%
20	Demolition and Removal of Existing Manholes (All Types)	EA	30.00	\$620.00	\$18,600.00	28.00	4.00	30.00	\$16,120.00	\$2,480.00	0.00	\$18,600.00	\$0.00	100.00%
21	Abandonment of Existing Manhole	EA	7.00	\$905.00	\$6,335.00	5.00	2.00	7.00	\$4,525.00	\$1,810.00	0.00	\$6,335.00	\$0.00	100.00%
22	Drop Manhole Assembly (All Depths)	EA	3.00	\$1,320.00	\$5,760.00	0.00	3.00	3.00	\$0.00	\$5,760.00	0.00	\$5,760.00	\$0.00	100.00%
Sewer Manhole Totals					\$172,465.00				\$163,365.00	\$19,110.00	\$0.00	\$172,465.00	\$0.00	100.00%
Sewer Service														

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Application No.: JB App #15

Application Date: 11/01/22

Period From: 04/30/22

Period To: 10/31/22

External Contract No.:

Invoice # : 103122-15

Contract: H21014- Longleaf North Area Infrastructure Improvements

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
23	4" Sanitary Sewer Service Cleanout	EA	159.00	\$400.00	\$63,600.00	135.00	24.00	159.00	\$54,000.00	\$9,600.00	0.00	\$93,600.00	\$0.00	100.00%
24	4" SDR 26 PVC Sewer Service (Incl Fittings) (All Depths)	LF	1,240.00	\$22.00	\$27,280.00	832.00	408.00	1,240.00	\$18,304.00	\$8,976.00	0.00	\$27,280.00	\$0.00	100.00%
25	6" SDR 26 Pipe Sewer Service (Incl Fittings) (All Depths)	LF	4,815.00	\$26.00	\$125,190.00	4,138.00	677.00	4,815.00	\$107,588.00	\$17,602.00	0.00	\$125,190.00	\$0.00	100.00%
26	8"x6"x6" PVC Service Tee	EA	154.00	\$230.00	\$35,420.00	154.00	0.00	154.00	\$35,420.00	\$0.00	0.00	\$35,420.00	\$0.00	100.00%
27	10"x10"x6" PVC Service Tee	EA	8.00	\$380.00	\$3,040.00	8.00	0.00	8.00	\$3,040.00	\$0.00	0.00	\$3,040.00	\$0.00	100.00%
Sewer Service Totals														
					\$254,530.00				\$218,152.00	\$36,178.00	\$0.00	\$254,530.00	\$0.00	100.00%
Water Pipe														
28	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	45.00	\$5.00	\$225.00	45.00	0.00	45.00	\$225.00	\$0.00	0.00	\$225.00	\$0.00	100.00%
29	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	5.00	\$57.00	\$285.00	0.00	5.00	5.00	\$0.00	\$285.00	0.00	\$285.00	\$0.00	100.00%
30	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	6,402.00	\$34.00	\$217,668.00	5,885.00	717.00	6,402.00	\$193,290.00	\$24,378.00	0.00	\$217,668.00	\$0.00	100.00%
31	6" Class 350 Ductile Iron Water Pipe (Bored)	LF	0.00	\$73.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
32	8" 200 PSI DR11, HDPE (Directional Bore) (Incl Fittings)	LF	280.00	\$81.00	\$22,680.00	280.00	0.00	280.00	\$22,680.00	\$0.00	0.00	\$22,680.00	\$0.00	100.00%
33	Tracer Wire System for Water	LS	1.00	\$0.00	\$17,890.00	1.00	0.00	1.00	\$17,890.00	\$0.00	0.00	\$17,890.00	\$0.00	100.00%
Water Pipe Totals					\$268,748.00				\$234,086.00	\$24,661.00	\$0.00	\$268,748.00	\$0.00	100.00%
Water Connection														
34	Cut and Cap Existing Lines	EA	7.00	\$615.00	\$4,305.00	3.00	4.00	7.00	\$1,845.00	\$2,460.00	0.00	\$4,305.00	\$0.00	100.00%
35	Connection: Prop 2" to Exist 2" (Coupling)	EA	2.00	\$690.00	\$1,380.00	1.00	1.00	2.00	\$690.00	\$690.00	0.00	\$1,380.00	\$0.00	100.00%
36	Connection: Prop 2" to Exist 6" (Hot Tap w/ Valve)	EA	1.00	\$895.00	\$895.00	1.00	0.00	1.00	\$895.00	\$0.00	0.00	\$895.00	\$0.00	100.00%
37	Connection: Prop 6" to Exist 4" (Coupling)	EA	1.00	\$940.00	\$940.00	0.00	1.00	1.00	\$0.00	\$940.00	0.00	\$940.00	\$0.00	100.00%
38	Connection: Prop 6" to Exist 6" (Coupling)	EA	1.00	\$885.00	\$885.00	1.00	0.00	1.00	\$985.00	\$0.00	0.00	\$985.00	\$0.00	100.00%
39	Connection: Prop 6" to Exist 6" (6"x6"x6" Tee)	EA	1.00	\$1,450.00	\$1,450.00	0.00	1.00	1.00	\$0.00	\$1,450.00	0.00	\$1,450.00	\$0.00	100.00%
40	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve)	EA	13.00	\$3,550.00	\$46,150.00	9.00	4.00	13.00	\$31,950.00	\$14,200.00	0.00	\$46,150.00	\$0.00	100.00%
41	Connection: Prop 6" to Prop 6" (8"x6"x6" Tee)	EA	2.00	\$570.00	\$1,140.00	2.00	0.00	2.00	\$1,140.00	\$0.00	0.00	\$1,140.00	\$0.00	100.00%
Water Connection Totals					\$57,245.00				\$37,505.00	\$19,740.00	\$0.00	\$57,245.00	\$0.00	100.00%
Water Valve														

CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification is attached. Tabulations below.

Application No. : JB App #15

Application Date : 11/01/22

Period From: 04/30/22

Period To: 10/31/22

External Contract No.:

Contract : H21014- Longleaf North Area Infrastructure Improvements

Invoice # : 103122-15

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
42	4" Insert-A-Valve	EA	1.00	\$8,200.00	\$8,200.00	1.00	0.00	1.00	\$8,200.00	\$0.00	0.00	\$8,200.00	\$0.00	100.00%
43	6" Gate Valve	EA	10.00	\$1,030.00	\$10,300.00	6.00	4.00	10.00	\$6,180.00	\$4,120.00	0.00	\$10,300.00	\$0.00	100.00%
	Water Valve Totals				\$18,500.00				\$14,380.00	\$4,120.00	\$0.00	\$18,500.00	\$0.00	100.00%
44	Water Fire Protection													
	3-Way Fire Hydrant w/ Tee, Valve, Brass Tap, Pipe, Fittings	EA	6.00	\$3,710.00	\$22,260.00	5.00	1.00	6.00	\$18,550.00	\$3,710.00	0.00	\$22,260.00	\$0.00	100.00%
45	Removal of Existing Fire Hydrant	EA	2.00	\$630.00	\$1,260.00	0.00	2.00	2.00	\$0.00	\$1,260.00	0.00	\$1,260.00	\$0.00	100.00%
	Water Fire Protection Totals				\$23,520.00				\$18,550.00	\$4,970.00	\$0.00	\$23,520.00	\$0.00	100.00%
46	Water Service													
	Residential Service Tap (All Sizes) (w/ Tubing, Saddle, Corp etc)	EA	77.00	\$400.00	\$30,800.00	61.00	16.00	77.00	\$24,400.00	\$6,400.00	0.00	\$30,800.00	\$0.00	100.00%
47	Commercial Service Tap (All Sizes) (w/ Tubing, Saddle, Corp etc)	EA	17.00	\$1,200.00	\$20,400.00	17.00	0.00	17.00	\$20,400.00	\$0.00	0.00	\$20,400.00	\$0.00	100.00%
48	Residential Service Tubing (Open Cut) (All Sizes)	LF	1,044.00	\$22.00	\$22,968.00	922.00	122.00	1,044.00	\$20,284.00	\$2,684.00	0.00	\$22,968.00	\$0.00	100.00%
49	Residential Service Tubing (Bored) (All Sizes)	LF	1,461.00	\$11.00	\$16,071.00	1,461.00	0.00	1,461.00	\$16,071.00	\$0.00	0.00	\$16,071.00	\$0.00	100.00%
50	Commercial Service Tubing (Open Cut) (All Sizes)	LF	141.00	\$25.00	\$3,525.00	141.00	0.00	141.00	\$3,525.00	\$0.00	0.00	\$3,525.00	\$0.00	100.00%
51	Commercial Service Tubing (Bored) (All Sizes)	LF	260.00	\$12.00	\$3,120.00	260.00	0.00	260.00	\$3,120.00	\$0.00	0.00	\$3,120.00	\$0.00	100.00%
52	Remove and Reset Water Meter	EA	52.00	\$500.00	\$25,000.00	40.00	12.00	52.00	\$20,000.00	\$5,000.00	0.00	\$25,000.00	\$0.00	100.00%
	Water Service Totals				\$122,884.00				\$107,800.00	\$16,084.00	\$0.00	\$122,884.00	\$0.00	100.00%
53	Miscellaneous Construction													
	Crushed Aggregate (Size 610)	TON	8,012.47	\$60.00	\$480,748.20	7,840.38	172.09	8,012.47	\$470,422.80	\$10,325.40	0.00	\$480,748.20	\$0.00	100.00%
54	Select Fill Material (Class 9, Group C), LVM	CY	24,143.00	\$4.00	\$96,572.00	24,143.00	0.00	24,143.00	\$96,572.00	\$0.00	0.00	\$96,572.00	\$0.00	100.00%
55	Concrete Pavement Repair (All Depths)	SY	797.50	\$120.00	\$95,700.00	597.30	200.20	797.50	\$71,676.00	\$24,024.00	0.00	\$95,700.00	\$0.00	100.00%
56	9.5mm Hot Mix Asphalt	TON	2,758.93	\$180.00	\$496,607.40	1,778.78	980.15	2,758.93	\$320,180.40	\$176,427.00	0.00	\$496,607.40	\$0.00	100.00%
57	19mm Hot Mix Asphalt	TON	321.19	\$185.00	\$59,420.15	321.19	0.00	321.19	\$59,420.15	\$0.00	0.00	\$59,420.15	\$0.00	100.00%
58	Concrete Sidewalk Repair (All Depths)	SY	68.10	\$90.00	\$6,129.00	14.80	54.30	69.10	\$1,332.00	\$4,887.00	0.00	\$6,219.00	\$0.00	100.00%
59	Concrete Curb & Gutter (Match Existing Type)	LF	1,012.00	\$20.00	\$20,240.00	1,012.00	0.00	1,012.00	\$20,240.00	\$0.00	0.00	\$20,240.00	\$0.00	100.00%
60	Class "B" Concrete, Minor Structures	CY	19.81	\$1,800.00	\$35,658.00	16.71	3.10	19.81	\$30,078.00	\$5,580.00	0.00	\$35,658.00	\$0.00	100.00%
61	Reinforcing Steel	LBS	553.00	\$1.25	\$703.75	563.00	0.00	563.00	\$703.75	\$0.00	0.00	\$703.75	\$0.00	100.00%
62	Inlet Castings	LBS	408.00	\$3.75	\$1,530.00	408.00	0.00	408.00	\$1,530.00	\$0.00	0.00	\$1,530.00	\$0.00	100.00%

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Application No. : JB App #15

Period From: 04/30/22

Period To: 10/31/22

External Contract No.:

Contract: H21014- Longleaf North Area Infrastructure Improvements

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
63	10" & Under Corrugated HDPE Pipe (Dual Wall)	LF	0.00	\$34.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
64	12" Corrugated HDPE Pipe (Dual Wall)	LF	40.00	\$35.00	\$1,400.00	0.00	40.00	40.00	\$0.00	\$1,400.00	0.00	\$1,400.00	\$0.00	100.00%
65	15" Corrugated HDPE Pipe (Dual Wall)	LF	55.00	\$36.00	\$1,980.00	0.00	55.00	55.00	\$0.00	\$1,980.00	0.00	\$1,980.00	\$0.00	100.00%
66	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	0.00	\$75.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
57	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	77.00	\$110.00	\$8,470.00	35.00	42.00	77.00	\$3,850.00	\$4,620.00	0.00	\$6,470.00	\$0.00	100.00%
68	16" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	84.00	\$110.00	\$9,240.00	60.00	24.00	84.00	\$6,600.00	\$2,640.00	0.00	\$9,240.00	\$0.00	100.00%
69	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	76.00	\$120.00	\$9,120.00	60.00	16.00	76.00	\$7,200.00	\$1,920.00	0.00	\$9,120.00	\$0.00	100.00%
70	30" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16.00	\$132.00	\$2,112.00	16.00	0.00	16.00	\$2,112.00	\$0.00	0.00	\$2,112.00	\$0.00	100.00%
71	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	0.00	\$135.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
72	15" Reinforced Concrete Pipe Flared End Section	EA	0.00	\$1,250.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
73	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	348.00	\$7.00	\$2,436.00	224.00	124.00	348.00	\$1,568.00	\$668.00	0.00	\$2,436.00	\$0.00	100.00%
74	Remove, Salvage and Reset Existing Chain Link Fence	LF	60.00	\$19.00	\$1,140.00	60.00	0.00	60.00	\$1,140.00	\$0.00	0.00	\$1,140.00	\$0.00	100.00%
75	5" Yellow Thermoplastic Detail Traffic Stripe	LF	6,906.00	\$2.50	\$17,265.00	0.00	6,906.00	6,906.00	\$0.00	\$17,265.00	0.00	\$17,265.00	\$0.00	100.00%
76	Langend White Thermoplastic Traffic Marking (6" Equivalent)	LF	2,510.00	\$3.00	\$7,530.00	0.00	2,510.00	2,510.00	\$0.00	\$7,530.00	0.00	\$7,530.00	\$0.00	100.00%
77	Solid Sod (incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	6,020.00	\$5.00	\$30,100.00	0.00	6,020.00	6,020.00	\$0.00	\$30,100.00	0.00	\$30,100.00	\$0.00	100.00%
78	Landscape Restoration w/ Top Soil Plants Mulch Watering etc.	SF	720.00	\$2.00	\$1,440.00	0.00	720.00	720.00	\$0.00	\$1,440.00	0.00	\$1,440.00	\$0.00	100.00%
79	Clearing and Grubbing	AC	1.00	\$2,677.00	\$2,677.00	1.00	0.00	1.00	\$2,677.00	\$0.00	0.00	\$2,677.00	\$0.00	100.00%
80	Temporary Erosion Control	LS	1.00	\$0.00	\$5,500.00	1.00	0.00	1.00	\$5,500.00	\$0.00	0.00	\$5,500.00	\$0.00	100.00%
81	Maintenance of Traffic	LS	1.00	\$0.00	\$41,000.00	1.00	0.00	1.00	\$41,000.00	\$0.00	0.00	\$41,000.00	\$0.00	100.00%
82	Mobilization	LS	1.00	\$0.00	\$270,000.00	1.00	0.00	1.00	\$270,000.00	\$0.00	0.00	\$270,000.00	\$0.00	100.00%
Miscellaneous Construction Totals														
\$1,704,808.50														
Stored Materials														
83	Stored Materials	LS	0.00	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
Stored Materials Totals														
\$0.00														
Change Order														

CONTINUATION SHEET

Page 6 of 6

Application and Certification for Payment, containing Engineer's signed certification is attached. Tabulations below.

Application No. : JB App #15

Application Date : 11/01/22

Period From: 04/30/22

Period To: 10/31/22

External Contract No.:

Contract : H21014- Longleaf North Area Infrastructure Improvements

Invoice # : 103122-15

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
CO1.1	44"x27" Reinforced Concrete Arch Pipe	LF	16.00	\$444.83	\$7,117.28	16.00	0.00	16.00	\$7,117.28	\$0.00	0.00	\$7,117.28	\$0.00	100.00%
CO1.2	Labor & Equipment for Sewer Service Repair on 19th Ave	LS	1.00	\$0.00	\$12,800.30	1.00	0.00	1.00	\$12,800.30	\$0.00	0.00	\$12,800.30	\$0.00	100.00%
CO1.3	10" SDR-26 PVC Sewer Pipe (18'-18")	LF	186.00	\$128.00	\$23,808.00	0.00	186.00	186.00	\$0.00	\$23,808.00	0.00	\$23,808.00	\$0.00	100.00%
Change Order Totals					\$43,725.58				\$19,917.58	\$23,808.00	\$0.00	\$43,725.58	\$0.00	100.00%
Grand Totals					\$31,171,114.08				\$2,734,849.68	\$435,254.40	\$0.00	\$3,171,114.08	\$0.00	100.00%



AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)

Longleaf North Area
Infrastructure Improvements

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

CONTRACT DATED: January 6, 2021

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Rankin

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: Payment of \$436,264.40 on Payment Application No. 15 Final

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)

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY:


(Signature of authorized representative)

Jack Gratwick, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

November 1, 2022

Notary Public:

Amy L. Whiteley

My Commission Expires:

January 12, 2023



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

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AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
Longleaf North Area
Infrastructure Improvements

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: General Construction

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: (Name and address)
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

CONTRACT DATED: January 6, 2021

STATE OF: Mississippi

COUNTY OF: Rankin

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: None.

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

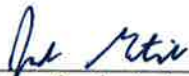
The following supporting documents should be attached hereto if required by the Owner:

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)

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY:


(Signature of authorized representative)

Jack Gratwick, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date:

November 1, 2022

Notary Public:

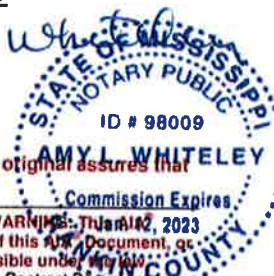
Amy L. Whiteley

My Commission Expires:

January 12, 2023

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

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**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K40197023

PROJECT: Longleaf Heights – Avenues – North Area Infrastructure Improvements,
Hattiesburg, Mississippi

TO (Owner)
City of Hattiesburg
P O Box 1898
Hattiesburg MS 39403-1898

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: January 6, 2021

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

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

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

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

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 8 day of November, 2022.

FEDERAL INSURANCE COMPANY

Surety Company

Mary Anne Goodin

Signature of Authorized Representative

Mary Anne Goodin

Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©
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ONE PAGE

FORM 15-10-87 (ED. 4-77)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316868
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **November 8, 2022**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THIS EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

WARRANTY

Owner: City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

Prime Contractor: Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Project: Longleaf North Area Infrastructure Improvements

Completion Date: June 24, 2022

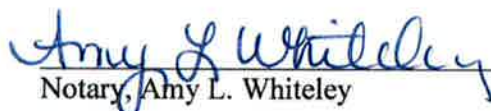
Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.



Jack Gratwick
Project Manager

Subscribed and sworn to me this date:

1st day of November, 2022.



Notary, Amy L. Whiteley

My Commission Expires January 12, 2023



The difficult we do immediately, the impossible takes a little longer!



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2650

Municipal & Public Works Construction

Heavy & Highway Construction

November 1, 2022

City of Hattiesburg, Mississippi
C/O
Shows, Dearman, & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Attn: Terry Jackson

Re: Longleaf North Area Infrastructure Improvements
Certificate of Deposit in Lieu of Retainage

Dear Sir:

Hemphill is submitting our final pay application. We ask that as you process our final estimate, that you also process any paper work necessary to release our Certificate of Deposit that you are holding as retainage. Please, have the Owner enclose the certificate with our payment for the final estimate when you mail it to us. Your immediate help in closing this project out is greatly appreciated. **Please, return the original power of attorney and certificate of deposit. We will return it to the bank. You will not need to take any other action. Thank you.**

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula, P.E.
President

CD #	Date on CD	Amount
1303604	04/08/2021	\$68,500.00
Total		\$68,500.00

RAR/aw

The difficult we do immediately, the impossible takes a little longer!



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, November 22, 2022

Re: Acknowledge receipt of Power of Attorney and receipt for a Certificate of Deposit in the amount of \$40,000.00 with Priority One Bank provided by Hemphill Construction Co., Inc. in lieu of retainage for the Water Plant #1 Rehabilitation Phase I project.
File Number: 2022-877
Minute Book #

Summary

Acknowledge receipt of Power of Attorney and receipt for a Certificate of Deposit in the amount of \$40,000.00 with Priority One Bank provided by Hemphill Construction Co., Inc. in lieu of retainage for the Water Plant #1 Rehabilitation Phase I project.

Recommendation Statement

I recommend approval of this item.

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

P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

October 25, 2022

Shows, Dearman & Waits, Inc.
301 2nd Street
Hattiesburg, MS 39401

Attn: Nick Connolly

Re: Hattiesburg WTP #1 Rehab

Dear Sir:

Hemphill Construction Co., Inc. respectfully requests that a Certificate of Deposit in the amount of \$40,000.00 be placed with the Owner in compliance with Section 31-5-15 of Mississippi Code of 1972 in lieu of retainage or any part thereof to be withheld.

Your consideration in this matter will be appreciated.

Please, file this letter, power of attorney, and certificate of deposit until the end of the project. Upon completion of the project, we will request the return of the packet. Thank you.

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula
President

RAR: aw

The difficult we do immediately, the impossible takes a little longer!

Certificate of Deposit Receipt

This receipt is issued to:

HEMPHILL CONSTRUCTION CO INC
JOB H22080
PO BOX 879
FLORENCE MS 39073-0879

Account Number: 1303716

IRA Number: _____

Amount \$ 40,000.00

Date Opened 10/26/2022

Term 13 Months

Maturity Date 11/26/2023

Interest Rate 1.250 %

Annual Percentage Yield 1.25 %



The account evidenced by this receipt is subject to and further explained in the terms and conditions contained in the account agreement and account disclosures. The account is Not Negotiable and Not Transferable. Only the items checked apply.

☒ Fixed Interest Rate

☐ Variable Interest Rate

☐ Additions Permitted

☒ Automatically Renewable

☐ Single Maturity (not automatically renewable)

☐ Callable

☐ Notice Account

Interest will be:

☐ mailed to the owner(s).

☒ added to principal (compounded).

☐ paid to _____ account No. _____

☐ _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Hemphill Construction Company, Inc., does hereby irrevocably appoint and authorize, Toby Barker, as the Mayor of the City of Hattiesburg, MS, as the Attorney-in-fact for the undersigned, to endorse for and in the name and stead of the undersigned securities described as Certificate of Deposit issued by Priority One Bank, for \$40,000.00 and cash and collect said securities in the event of default by the undersigned in the performance of public contract: Hattiesburg WTP #1 Rehab

It being expressly understood that the above appointment and authorization is for the sole purpose of effecting compliance with the requirements of Section 31-5-25, Mississippi Code of 1972, re-complied and amended, as related to deposit of securities by public contracts in lieu of public contract retainage.

Signed, sealed and given at Florence, Mississippi this 25th day of October, 2022.

HEMPHILL CONSTRUCTION CO., INC.

Attest:

Secretary

By:

President

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally, appeared before me the within named Richard A. Rula, who stated that he is President of Hemphill Construction Co., Inc. and that for and in behalf of said company that he executed, signed and delivered the foregoing instrument as the act and deed of said company and that he was at the time of the execution thereof authorized so to do.

25th day of October, A.D. 2022.

My Commission expires: January 12, 2023



Receipt and Acceptance of the Power of Attorney

STATE OF MISSISSIPPI
COUNTY OF Rankin

I, Hallie May Personal Banker, do hereby certify that I am _____, for the within named institution which issued the securities described herein, and further certify that receipt of the forgoing instrument is hereby acknowledged and has been duly noted in the records of this institution, further, that no payment of said securities will be made by this institution except upon receipt of said securities endorsed by the within named and designated Attorney, or until said Attorney does by written notice revoke this instrument.

Witness my hand and seal this 26th day of October, 2022 in the City of Poultland, State of Mississippi.

Priority one Bank
Name of Insuring Institution

WITNESS:

By:



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 22, 2022

Re: Adopt a Resolution authorizing submittal of FY 2022 "Consolidated Rail Infrastructure and Safety Improvements Program (CRISI) Grant Program Application to the Federal Railroad Administration.
File Number: 2022-901
Minute Book #

Summary

Recommendation Statement

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

RESOLUTION NO. _____
RESOLUTION AUTHORIZING SUBMITTAL OF AN FY-2022
“Consolidated Rail Infrastructure and Safety Improvements Program” (CRISI)
GRANT PROGRAM APPLICATION TO
THE FEDERAL RAILROAD ADMINISTRATION

WHEREAS, the U.S. Department of Transportation’s Consolidated Appropriations Act, 2022 appropriated \$376,000,000 Million to be awarded on a competitive basis through the **“Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program** as authorized under 49 U.S.C. 22907. The purpose of the CRISI Program is to invest in a wide range of projects within the United States to improve railroad safety, efficiency, and reliability; mitigate congestion at both intercity passenger and freight rail chokepoints to support more efficient travel and goods movement; enhance multi-modal connections; and lead to new or substantially improved Intercity Passenger Rail Transportation corridors. This program invests in railroad infrastructure projects that improve safety, support economic vitality (including through small businesses), create good-paying jobs with the free and fair choice to join a union, increase capacity and supply chain resilience, apply innovative technology, and explicitly address climate change, gender equity and racial equity.

WHEREAS, the City of Hattiesburg intends to apply for an FY-2022 CRISI Program Grant in the amount of **\$5,700,000** (80% Federal Funds) for the following projects:

- A new railroad spur line at the Norfolk Southern switchyard at Mobile Street was funded in the FY 2019 CRISI Grant award, but with increasing costs of construction, the 2019 estimated cost of construction (\$1.3 Million) increased to \$7 Million. The additional funding will provide for the increased cost gap for the completion of the spur line which will greatly reduce the time required for the trains to perform their operations, thereby reducing the length of time that local Downtown streets are blocked.

WHEREAS, CRISI Grants may be used for up to 80 percent of the costs of an eligible transportation project, which must be matched with at least 20 percent in non-federal funds that are not already expended or otherwise encumbered; and

WHEREAS, the City of Hattiesburg estimates the additional construction costs of \$5.7 Million to complete the project and does hereby commit the match commitment of **\$1,400,000**, (Local Share) and requests **\$4,560,000** (Federal Share); and

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

SECTION 1: The statements, findings, determinations, and conclusions contained in the preamble of this resolution are hereby adopted, ratified and incorporated herein.

SECTION 2: The Mayor, Municipal Clerk and such other representatives as may be necessary hereby are authorized to prepare and submit a FY-2022 CRISI Program Grant application to the Federal Railroad Administration to fund said project and to provide any additional information required by the Federal Railroad Administration in order to complete its review of said application.

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

YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 22nd day of November, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

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

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, November 22, 2022

Re: Acknowledge receipt of proofs of Publications for Hub City Spokes for the month of November 2022.
File Number: 2022-858
Minute Book #

Summary

Acknowledge Proofs of Publications for Hub City Spokes for the month of November 2022.

Recommendation Statement

Acknowledge acceptance of Proofs of Publications for Hub City Spokes for the month of November 2022.

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

HUB CITY SPOKES

A PUBLISHING COMPANY

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS

Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

BATCH # 256

Doc # 28202

Month Ending	Invoice #
11/30/2022	101013

SIGNATURE
MAGAZINE



THE
Pine Belt NEWS

ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date	P.O. No.
12/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
11/3/2022	Legal Notices - Notice to Bidders, Lot Clearing 2023	212 words		46.64		46.64
11/3/2022	Proof of Publication Fee			3.00		3.00
11/3/2022	Legal Notices - Notice to Bidder Demolition	216 words		47.52		47.52
11/3/2022	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 \$100.16

Payments/Credits \$0.00

Phone #	Fax #	Questions? E-Mail:
(601) 268-2331	601-268-2965	accounting@HubCitySPOKES.com

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 212 Published 2 times

Date 1st Published: Oct 27 Amt: 25.44

Date 2nd Published: Nov 3 Amt: 21.20

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 46.64

Proof of Publication Fee: 3.00

TOTAL: 49.64

(signed) Cynthia L. Brown
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 3rd
day of November, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH -Notice to Bidders, Lot Clearing 2023
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until November 18, 2022 at 10:00 a.m., in the City Clerk's Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: LOT CLEARING FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the LOT CLEARING on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 18th of October.

CITY OF HATTIESBURG, MISSISSIPPI
/s/ Kermas Eaton

CITY CLERK

(SEAL)

Published October 27,
November 3, 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, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 216 Published 2 times

Date 1st Published: Oct 27 Amt: 25.92

Date 2nd Published: Nov 3 Amt: 21.60

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 47.52

Proof of Publication Fee: 3.00

TOTAL: 50.52

(signed) *Crystal Eaton*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 3rd
day of November, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Katherine H. Bullock*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Notice to Bidder Demolition
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until November 18, 2022 at 10:00 a.m. in the City Clerk's Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: DEMOLITION AND RELATED SERVICES FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the DEMOLITION AND RELATED SERVICES on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 18th of October.

CITY OF HATTIESBURG, MISSISSIPPI

/s/ Kemas Eaton

CITY CLERK

(SEAL)

Published October 27,

November 3, 2022

HUB CITY SPOKES

— A PUBLISHING COMPANY —

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS

Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

Month Ending	Invoice #
11/30/2022	101019



ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date	P.O. No.
12/10/2022	
Sales Rep	Tearsheets
H	

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
11/10/2022	Legal Notices - Ordinance 3314	275 words		33.00		33.00
11/10/2022	Proof of Publication Fee			3.00		3.00
11/10/2022	Legal Notices - Ordinance 3315	270 words		32.40		32.40
11/10/2022	Proof of Publication Fee			3.00		3.00
11/10/2022	Legal Notices - Ordinance 3316	260 words		31.20		31.20
11/10/2022	Proof of Publication Fee			3.00		3.00
11/10/2022	Legal Notices - Ordinance 3317	268 words		32.16		32.16
11/10/2022	Proof of Publication Fee			3.00		3.00
11/10/2022	Legal Notices - Ordinance 3318	270 words		32.40		32.40
11/10/2022	Proof of Publication Fee			3.00		3.00
11/10/2022	Legal Notices - Ordinance 3319	288 words		34.56		34.56
11/10/2022	Proof of Publication Fee			3.00		3.00
11/10/2022	Legal Notices - Ordinance 3320	288 words		34.56		34.56
11/10/2022	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 \$251.28

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, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 260 Published 1 times

Date 1st Published: Nov 10 Amt: 31.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 31.20

Proof of Publication Fee: 3.00

TOTAL: 34.20

(signed) *Abigail R.*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of November, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Katherine H. Bullock*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: City of Hattiesburg - Ordinance 3316
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a
general summary of the subject matter con-
tained in Ordinance No. 3316, duly adopted and
approved by the City Council of the City of Hat-
tiesburg on August 16, 2022. A complete copy
of the Ordinance is available for public inspec-
tion during normal and regular business hours
in the office of the City Clerk of the City of Hat-
tiesburg, 200 Forrest Street, Hattiesburg, Mis-
sissippi, 39401.

ORDINANCE NO. 3316

AN ORDINANCE PERTAINING TO THE USE
AND REGULATION OF GOLF CARTS AND LOW-
SPEED VEHICLES ON PUBLIC ROADS OR
STREETS

BE IT ORDAINED BY THE MAYOR AND COUN-
CIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:
A general summary of the subject matter of
the Ordinance is contained in its title.

This notice constitutes compliance with
Sections 13-3-31 and 21-17-19 of the Mississippi
Code Annotated (1972) as amended.

The above and foregoing Ordinance, after
having been first reduced to writing, was intro-
duced by Council Member Delgado, seconded
by Council Member Brown and was adopted by
the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Ware and
Brown

Absent: None

Nays: None

WHEREUPON the President declared the
motion carried and the Ordinance adopted, this
the 16th day of August, 2022.

(SEAL:) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having
been submitted and approved by the Mayor,
this the 16th day of August, 2022.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published November 10, 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, repre-
sented The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 270 Published 1 times

Date 1st Published: Nov 10 Amt: 32.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.40

Proof of Publication Fee: 3.00

TOTAL: 35.40

(signed) *Arijid* The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of November, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Katherine H. Bullock*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: City of Hattiesburg - Ordinance 3315
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of
a general summary of the subject matter
contained in Ordinance No. 3315, duly
adopted and approved by the City Council
of the City of Hattiesburg on July 19, 2022.
A complete copy of the Ordinance is avail-
able for public inspection during normal
and regular business hours in the office of

the City Clerk of the City of Hattiesburg,
200 Forrest Street, Hattiesburg, Missis-
sippi, 39401.

ORDINANCE NO. 3315
AN ORDINANCE CHANGING THE ZONING
CLASSIFICATION FOR A PROPERTY LOCATED AT
3207 HARDY ST FROM NEIGHBORHOOD BUSI-
NESS DISTRICT B-2 AND MULTI-FAMILY RES-
IDENTIAL DISTRICT R-3 TO COMMUNITY
BUSINESS DISTRICT B-3

BE IT ORDAINED BY THE MAYOR AND COUN-
CIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:
A general summary of the subject matter of
the Ordinance is contained in its title.

This notice constitutes compliance with
Sections 13-3-31 and 21-17-19 of the Mississippi
Code Annotated (1972) as amended.

The above and foregoing Ordinance, after
having been first reduced to writing, was intro-
duced by Council Member Delgado, seconded
by Council Member Brown and was adopted by
the following roll call votes, to wit:

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

Absent: Carroll

Nays: None

WHEREUPON the President declared the
motion carried and the Ordinance adopted, this
the 19th day of July, 2022.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having
been submitted and approved by the Mayor,
this the 19th day of July, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published November 10, 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, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 275 Published 1 times

Date 1st Published: Nov 10 Amt: 33.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.00

Proof of Publication Fee: 3.00

TOTAL: 36.00

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of November, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: City of Hattiesburg - Ordinance 3314
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3314, duly adopted and approved by the City Council of the City of Hattiesburg on July 19, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3314

AN ORDINANCE RE-NAMING COUNTY ROAD (BEGINNING AT THE INTERSECTION OF WILLIAM CAREY PARKWAY AND ENDING AT THE INTERSECTION OF EDWARDS STREET

TO BE RE-NAMED TOMMY KING DRIVE IN THE CITY OF HATTIESBURG, MISSISSIPPI BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member Delgado, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

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

Absent: Carroll

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 19th day of July, 2022.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President
The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 19th day of July, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published November 10, 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, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 268 Published 1 times

Date 1st Published: Nov 10 Amt: 32.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.16

Proof of Publication Fee: 3.00

TOTAL: 35.16

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of November, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3317, duly adopted and approved by the City Council of the City of Hattiesburg on August 16, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3317
ADOPT AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR A PROPERTY LOCATED AT 105 & 106 REDUS STREET FROM REGIONAL BUSINESS DISTRICT B-5 TO LIGHT INDUSTRIAL DISTRICT I-1

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:
A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member Delgado, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Ware and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 16th day of August, 2022.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 16th day of August, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published November 10, 2022

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: City of Hattiesburg - Ordinance 3317
- ☐ 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, repre-
sented The PineBelt NEWS, a weekly newspaper published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 270 Published 1 times

Date 1st Published: Nov 10 Amt: 32.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.40

Proof of Publication Fee: 3.00

TOTAL: 35.40

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of November, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: City of Hattiesburg - Ordinance 3318
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a
general summary of the subject matter con-
tained in Ordinance No. 3318, duly adopted and
approved by the City Council of the City of Hat-
tiesburg on August 16, 2022. A complete copy
of the Ordinance is available for public inspec-
tion during normal and regular business hours
in the office of the City Clerk of the City of Hat-
tiesburg, 200 Forrest Street, Hattiesburg, Mis-
sissippi, 39401.

ORDINANCE NO. 3318

ADOPT AN ORDINANCE CHANGING THE
ZONING CLASSIFICATION FOR UNDEVELOPED
PROPERTIES LOCATED AT 5530 OLD HWY
FROM B-3 COMMUNITY BUSINESS DISTRICT
AND R-1C SINGLE-FAMILY RESIDENTIAL TO
LIGHT INDUSTRIAL DISTRICT I-1

BE IT ORDAINED BY THE MAYOR AND
COUNCIL OF THE CITY OF HATTIESBURG, MIS-
SISSIPPI:

A general summary of the subject matter
of the Ordinance is contained in its title.

This notice constitutes compliance with
Sections 13-3-31 and 21-17-19 of the Missis-
sippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after
having been first reduced to writing, was in-
troduced by Council Member Brown, seconded
by Council Member Delgado and was adopted
by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Ware and
Brown

Absent: None

Nays: None

WHEREUPON the President declared the
motion carried and the Ordinance adopted, this
the 16th day of August, 2022.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having
been submitted and approved by the Mayor,
this the 16th day of August, 2022.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published November 10, 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, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 288 Published 1 times

Date 1st Published: Nov 10 Amt: 34.56

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.56

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(signed) *Abigail*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of November, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Katherine H. Bullock*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: City of Hattiesburg - Ordinance 3319
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3319, duly adopted and approved by the City Council of the City of Hattiesburg on October 18, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3319
CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 2703 OAK GROVE ROAD FROM B-3 COMMUNITY BUSINESS DISTRICT TO B-5 REGIONAL BUSINESS DISTRICT.
BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Ware and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 18th day of October, 2022.

(SEAL) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 18th day of October, 2022.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published November 10, 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, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 288 Published 1 times

Date 1st Published: Nov 10 Amt: 34.56

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Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 34.56

Proof of Publication Fee: 3.00

TOTAL: 37.58

(signed) *Abigail*
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 10th
day of November, 2022, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) *Katherine H. Bullock*

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: City of Hattiesburg - Ordinance 3320
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3320, duly adopted and approved by the City Council of the City of Hattiesburg on October 18, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

ORDINANCE NO. 3320

AN ORDINANCE CHANGING AND AMENDING THE

COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE

LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT

4 WILLOW POINTE B-2 NEIGHBORHOOD BUSINESSES DISTRICT TO

B-3 COMMUNITY BUSINESS DISTRICT.

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after

having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Delgado and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Ware and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 18th day of October, 2022.

(SEAL:) ATTEST: /s/ Ronda S. Kennedy,
Clerk of Council

ADOPT: /s/ Jeffrey George, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 18th day of October, 2022.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published November 10, 2022





Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 22, 2022

Re: Acknowledge receipt of FY 2022 Expenditure Report from the Hattiesburg Arts Council Municipal Programs.
File Number: 2022-871
Minute Book #

Summary

Recommendation Statement

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



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, November 22, 2022
Re: Approve Plans and Specifications for the CIPP Sewer in Various Locations Phase II project and authorize advertisement for bids.
File Number: 2022-872
Minute Book #

Summary

Approve Plans and Specifications for the CIPP Sewer in Various Locations Phase II project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

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

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg, MISSISSIPPI**, will receive sealed bids until **10:00 A.M. on January 12, 2023** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

CIPP SEWER IN VARIOUS LOCATIONS PHASE II HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:

CIPP SEWER IN VARIOUS LOCATIONS PHASE II HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 22nd day of November , 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on December 8, 2022 and December 15, 2022
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CIPP SEWER IN VARIOUS LOCATIONS PHASE II

FOR THE

CITY OF HATTIESBURG

NOVEMBER 2022



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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PUBLISHED by Order of the Council on the 22nd day of November , 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on December 8, 2022 and December 15, 2022
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00AM on January, 12th, 2022, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **CIPP SEWER IN VARIOUS LOCATIONS PHASE II, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

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 300 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

CIPP SEWER IN VARIOUS LOCATIONS PHASE II

Item	Description	Unit	Quantity	Unit Price	Extension
1	Clean & CCTV Sewer Mains (All Sizes) (All Depths)	Lin. Ft.	21,310		
2	Clean & CCTV Sewer Service Laterals (All Sizes) (All Depths)	Lin. Ft.	6,300		
3	6" CIPP – Gravity Mains (All Depths)	Lin. Ft.	1,000		
4	8" CIPP – Gravity Mains (All Depths)	Lin. Ft.	11,800		
5	10" CIPP – Gravity Mains (All Depths)	Lin. Ft.	2440		
6	12" CIPP – Gravity Mains (All Depths)	Lin. Ft.	1860		
7	18" CIPP - Gravity Mains (All Depths)	Lin. Ft.	1560		
8	21" CIPP - Gravity Mains (All Depths)	Lin. Ft.	2250		
9	36" CIPP - Gravity Mains (All Depths)	Lin. Ft.	400		
10	CIPP - Service Lateral (All Sizes) (All Depths)	Lin. Ft.	4520		
11	Remove and Replace Service Lateral (0' – 6' Depth) (All Sizes)	Lin. Ft.	500		
12	Remove and Replace Service Lateral (6' – 10' Depth) (All Sizes)	Lin. Ft.	600		
13	Remove and Replace Service Lateral (10' – 14' Depth) (All Sizes)	Lin. Ft.	500		
14	Remove and Replace Service Lateral (14' – 20' Depth) (All Sizes)	Lin. Ft.	180		
15	Point Repair (0' – 6' Depth) (All Sizes)	Each	21		
16	Point Repair (6' – 10' Depth) (All Sizes)	Each	63		
17	Point Repair (10' – 14' Depth) (All Sizes)	Each	19		
18	Point Repair (14' – 20' Depth) (All Sizes)	Each	6		
19	Protruding Tap Removal	Each	230		
20	Manhole Rehabilitation (All Sizes)	Ver. Ft.	910		
21	Manhole Adjustment (All Sizes)	Each	5		
22	Water Tight Manhole Cover & Frame	Each	7		
23	Crushed Aggregate (Size 610)	Ton	455		
24	Select Fill Material (Class 9, Group C, LVM)	Cu. Yd.	4500		
25	Concrete Pavement Repair	Sq. Yd.	185		

Item	Description	Unit	Quantity	Unit Price	Extension
26	9.5mm Hot Mix Asphalt	Ton	97		
27	19mm Hot Mix Asphalt	Ton	161		
28	Maintenance of Traffic	Lump Sum	1		
29	Mobilization	Lump Sum	1		
30	Temporary Erosion Control	Lump Sum	1		
31	Landscape Restoration	Lump Sum	1		
				TOTAL:	

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
_____, Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

CIPP SEWER IN VARIOUS LOCATIONS PHASE II HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 20___ by and between hereinafter called the CONTRACTOR, _____ the **City of Hattiesburg** hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

CIPP SEWER IN VARIOUS LOCATIONS PHASE II 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 **\$1,000.00** 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:

ATTEST _____

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a corporation, partnership or individual duly
unauthorized by law to do business as a construction contractor in the State of
Mississippi, and _____ of _____
(herein called the Surety), a corporation duly authorized to do surety business under the
laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg
, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State
of Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the payment of which
well and truly to be made, the said Principal and the said Surety do hereby bind
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **CIPP SEWER IN VARIOUS LOCATIONS**
PHASE II, HATTIESBURG, MISSISSIPPI as shown on Plans and specified thereby in the
Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, then this obligation shall be void, otherwise to remain in full
force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates
and agrees that no charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to
the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions, the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages

to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD: 2.1 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 shown on the plans will not vary during actual construction of the

contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 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, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may

otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether

in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples,

but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be

liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the

Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building

construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of

competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10,

11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor,

any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive

bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or

damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-

five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either 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 exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

- 17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the OWNER.

If a part of this Contract is sublet, the CONTRACTOR shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the CONTRACTOR.

Certificates of insurance shall state that 30 days written notice will be given to the OWNER before the policy is canceled or changed. No CONTRACTOR or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the CONTRACTOR against all claims under applicable State Worker's Compensation Laws. The CONTRACTOR shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the CONTRACTOR and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR'S operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the OWNER'S premises or right-of-way caused by the CONTRACTOR'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than

the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the OWNER.

D. Automotive Public Liability and Property Damage

The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. CONTRACTOR'S own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The CONTRACTOR shall maintain OWNER'S Protective Liability Insurance with the OWNER as the named insured, and the ENGINEER, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
“We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work.”
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER’S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER’S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER’S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another’s Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER’S name

and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. **APPLICATION FOR PAYMENT:** AIA Document G-702
2. **CERTIFICATE OF SUBSTANTIAL COMPLETION:** AIA Document G-704
3. **CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:**
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. **CONSENT OF SURETY COMPANY TO FINAL PAYMENT:** AIA Document G-707
To be completed in full by the Bonding Company.
5. **CONTRACTOR'S NOTARIZED STATEMENT:**
Notarized statement that project has been constructed in accordance with Contract Documents.
6. **CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:**
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. **OPERATING AND MAINTENANCE MANUALS:**
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. **FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):**
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. **FINAL CLEANING:**
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01. Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.03, refer to and are the same pay items listed in the Proposal for Bid. They constitute all of the pay items for the completion of the contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, taxes, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02. Engineer's Estimate of Quantities

The ENGINEER'S estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03. Sanitary Sewer Rehabilitation

A. ITEM - Clean & CCTV Sewer Mains (All Sizes) (All Depths)

Payment for Cleaning & CCTV of Sanitary Sewer Mains and associated manholes shall be made at the unit price bid per linear foot, without regard to pipe size, type, or depth. Payment shall constitute full compensation for all labor, materials, and equipment necessary to complete this item of work as specified herein. This item shall include cleaning and CCTV of the sewer main, cleaning connected manholes, and data management/delivery. CCTV video files shall be delivered to the Engineer in an MPG file format with the following naming scheme:

Upstream MH ID_Downstream MH ID_Date_Camera Direction (upstream or downstream). For example: G625_G626_20220825_D

B. ITEM – Clean & CCTV Sewer Service Laterals (All Sizes) (All Depths)

Payment for Cleaning & CCTV of Sanitary Sewer Service Laterals shall be made at the unit price bid per linear foot, without regard to pipe size, type, or depth. Payment shall constitute full compensation for all labor, materials, and equipment necessary to complete this item of work as specified herein. This item shall include cleaning and CCTV of the sewer lateral, and data management/delivery. CCTV video files shall be delivered to the Engineer in an MPG file format with the following naming scheme:

Upstream MH ID_Downstream MH ID_Length to Service Lateral_Date_Gravity Main Line Orientation (upstream or downstream to determine which direction to measure for length to service). For example: G625_G626_151_20220825_U

C. ITEM – Cured-In-Place-Pipe (Sewer Gravity Mains) (All Depths)

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install cured-in-place pipe in gravity sanitary sewer mains as specified in the plans and specifications at the diameter noted in the proposal. The cured in place pipe shall be installed with minimal disruption of service to the existing line. The contractor shall be paid per linear foot as measured from center of manhole to center of manhole. Price shall include CIPP, bypass pumping, reconnection of services, samples, testing, and any other work which no other pay items are specified.

D. ITEM CIPP Service Lateral (All Sizes) (All Depths)

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install cured in place pipe in the service lateral with varying diameter and depth. Price shall include lining, bypass pumping of mainline flow, samples, testing, cleanout assembly (as detailed – if necessary) and any other work which no other pay items are specified. The contractor shall be paid per linear foot as measured from the main to the cleanout assembly (existing or proposed) located at the right-of-way line.

E. ITEM Remove and Replace Service Lateral (All Sizes)

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install new PVC SDR-26 service laterals of varying size to the right of way line. The depth shall match the existing service or a minimum of 0.5% slope. The price shall include sewer service lateral replacement, all necessary fittings, wye for connection to the main, cleanout assembly (as detailed), excavating pipe, bypass pumping, backfill, bedding material, sidewalk repair, curb and gutter repair, and removal/disposal of waste or debris. The contractor shall be paid per linear foot as

installed between the main and new cleanout. Remove and Replace Service Lateral items are separated based on their necessary cut depth bracket which are defined as (0'-6') depth, (6'-10') depth, (10'-14') depth, and (14'-20') depth.

F. ITEM Point Repair Items, (All Sizes)

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to repair a line determined for replacement by the engineer after review of the CCTV inspection or other problems associated with the line. The line shall be repaired with PVC SDR- 26 sewer main as required to provide a functioning gravity line. Price shall include excavating, pipe, fittings, bypass pumping, bedding material, sidewalk repair, curb and gutter repair, and removal/disposal of waste or debris. A point repair shall be defined as ten (10) feet of gravity sewer pipe or portion thereof. In the event more than ten (10) linear feet of pipe is necessary, as determined by the Engineer, payment will be made for additional point repairs until the deficiency is corrected. Contractor shall be paid per each point repair (10' in length) installed as directed by the Engineer. The contractor is to review the existing CCTV footage to determine the extent of the length of the necessary point repair prior to construction. Point repair items are separated based on their necessary cut depth bracket which are defined as (0'-6') depth, (6'-10') depth, (10'-14') depth, and (14'-20') depth.

G. ITEM Protruding Tap Removal

Payment for protruding tap removal shall include full removal of the protruding tap necessary to make a smooth transition. Item shall include protruding tap removal/disposal, materials, labor, and equipment necessary to meet the plans and specifications. Payment shall be per each.

H. ITEM Manhole Rehabilitation

Description, Measurement and Payment: Includes all necessary labor, equipment and materials necessary to install manhole rehabilitation components including epoxy coating as directed by the engineer. The manhole shall remain operational during the installation process. The contractor shall be paid per vertical foot measured from the invert of the outflow pipe to the top of the manhole cover.

I. ITEM Manhole Adjustment

Payment for manhole adjustment shall be per each. Item shall include all materials, labor and equipment to adjust manholes to match the final road grade. This shall include riser-rings, surface course asphalt, saw-cutting around existing asphalt, disposal of existing asphalt, and any other work which no other pay items are specified.

J. ITEM Water Tight Manhole Cover & Frame

Payment for water tight manhole cover and frame shall be per each. Item shall include all materials and labor necessary to install a water tight manhole cover and frame (as detailed in the plans). This item shall also include any necessary adjustments to the existing manhole to properly install the new cover and frames and any other work which no other pay items are specified. The City of Hattiesburg shall retain ownership of old manhole covers and frames. Contractor shall deliver these materials to the City at a designated location that shall be determined during the project installation.

K. ITEM Crushed Aggregate (Size 610)

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregate may be used for a temporary riding surface (no separate pay). Temporary riding surfaces will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

L. ITEM Select Fill Material (Class 9, Group C, LVM)

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of ENGINEER as to the overall percentage full of haul material and that determination shall be final. Item shall include material, haul, placement and testing necessary to meet the plans and specifications. Payment shall be per cubic yard.

M. ITEM Concrete Pavement Repair

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

N. ITEM Hot Mix Asphalt

Payment for hot mix asphalt shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction, and testing necessary to meet the plans and specifications. Payment shall be per ton.

O. ITEM Maintenance of Traffic

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer based on the percentage of the project that is complete at the time of pay application.

P. ITEM Mobilization

Descriptions, Measurement and Payment: The lump sum payment for mobilization will be full compensation for providing all initial services, bonds, insurance, temporary facilities, and required job mobilization to commence the Work as specified and the removal of all on-site facilities upon completion of the work. The LS payment for Mobilization will be made at 50% of mobilization on site and 100% at 5% completion of the project.

Q. ITEM Temporary Erosion Control

Payment for Temporary Erosion Control shall include furnishing, installing and maintaining waddles, silt fence, or other measures as required by current Mississippi Department of Environmental Quality standards. Waddles and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

R. ITEM Landscape Restoration

Payment for Landscape Restoration shall include furnishing and installing of top soil, mulch, plants, fertilizer, watering, final grading and other components required to re-establish landscaping to matching existing conditions. The unit measurement shall be lump sum.

Notes:

- Disposal of debris, unused materials, or other waste shall be adsorbed in the cost of other items.
- Any clearing or grubbing required to complete the project shall be adsorbed in the cost of other items.
- Asphalt milling, removal, and disposal shall be an absorbed item.
- Sidewalk repair shall be an absorbed item.
- Curb & Gutter repair shall be an absorbed item.
- Root removal shall be an absorbed item.
- Cleanout Assembly (as detailed) shall be an absorbed item (applicable to sewer lateral replacements and lateral CIPP if an existing cleanout is not present.)

CLEANING AND CCTV OF SANITARY SEWER MAINS

Part 1 – General

1.0 SCOPE OF WORK

- 1.01 This work shall consist of cleaning and video inspection of manholes, sewer mains, sewer service laterals which were not previously inspected as indicated on the plans. This work shall occur prior to any pipe rehabilitation or repair.

Part 2 – Equipment

2.01 CLEANING EQUIPMENT

The equipment which is expected to be used for the cleaning work on this project is a high velocity sewer cleaner, supplying water at a minimum of 80 gallons per minute, with debris removal equipment. Other equipment which might be necessary and shall be available include bucket machines, rod machines, hydraulic root cutters, porcupines, kits, vacuum trucks, and bailing equipment appropriate to the need.

2.02 ROOT & PROTRUDING SERVICE CONNECTION CUTTING EQUIPMENT

Roots and protruding service connections shall be removed as directed by the Engineer. Special precautions should be exercised to assure removal of visible roots from the joint area which could hinder normal flow or interfere with any rehabilitation or repair techniques that may be performed. The use of mechanical devices such as kites, balls, rodding machines, root cutters, porcupines, and hydraulic procedures such as high-pressure jet cleanser shall be used, as required. This work will be documented with photos and videotape before and after removal of the roots or protruding service connections and provided to the Engineer prior to payment.

2.03 VIDEO INSPECTION EQUIPMENT

The Contractor shall use a closed-circuit color video system to remotely inspect the pipe. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, video recorder, and other components of the video system shall be capable of producing the picture quality required to properly evaluate the condition of the pipe being inspected.

Part 3 – Execution

3.01 CLEANING

- A. The Contractor will determine the most cost-effective method to clean manholes and sanitary lines. A daily log shall be maintained to record the locations of the manholes and sanitary lines cleaned, lengths of lines cleaned, methods of cleaning, line sizes, and types of debris removed.
- B. If the cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be re-setup on the other manhole and cleaning attempted again. If successful cleaning cannot then be performed, it will be assumed that a major blockage exists; Contractor shall note the approximate location of blockage in the reports, and the cleaning effort shall be abandoned. All sludge, dirt, sand, grease, rocks, and other solid or semi -solid materials resulting from the cleaning operation shall be removed from the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause lines stoppages, accumulations of sand in wet wells, or damage pumping equipment shall not be permitted. The Contractor shall not be responsible for removing mortar or other material which is securely attached to the pipe walls or joint.
- C. Cleaning will be determined to be complete when video inspection of the pipe indicates that all loose debris has been removed so that all of the pipe wall is visible.
- D. The Contractor shall dispose of materials removed during the cleaning process at a designated debris disposal site provided by the Contractor. No separate payment shall be made for debris disposal. The Contractor shall adhere to all state, local, and federal guidelines in disposal of this material.

3.02 ROOT AND PROTRUDING SERVICE CONNECTION REMOVAL

Roots and protruding service connections should be removed in a manner so as not to cause damage to the existing pipe. The roots and service connections should be sufficiently removed so as to not interfere in any way with the rehabilitation or repair techniques that will be performed.

3.03 VIDEO INSPECTION

- A. Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in the manhole. Maximum Depth of Flow for Television Inspection:

6" - 10" Pipe	20% of Pipe Diameter
12" - 24" Pipe	25% of Pipe Diameter
Greater than 24" Pipe	30% of Pipe Diameter

- B. The Contractor will be required to dewater pipe dips as necessary to allow the required visibility. This dewatering will be considered incidental to the video inspection. Picture quality and definition shall be to the satisfaction of the Engineer.
- C. The camera shall be moved through the line in either direction at a moderate rate, stopping, when necessary, to permit proper documentation of the pipe's condition. In no case will the television camera be moved at a speed greater than thirty (30) feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the pipe conditions shall be used to move the camera through the line. If during the inspection operation the television camera will not pass through the entire section due to an obstruction such as a dropped joint, crushed pipe, etc., the Contractor shall set up his equipment so that the inspection can be performed from the opposite end. If, again, the camera fails to pass through the entire section because of an obstruction, the inspection shall be considered complete at this time.
- D. At each connection the operator will stop and turn the camera lens toward the lateral, thereby inspecting the first 8 to 12 inches of the connection. If there is still a doubt as to whether or not the connection is live, additional "dye and flush" tests shall be performed at no additional cost to Owner and shall be considered part of video inspection. It is Contractor's responsibility to notify Engineer when "dye and flush" tests are being performed and to coordinate with the homeowner to perform "dye and flush" tests. Contractor's method of "dye and flush" testing shall be preapproved by Engineer. All laterals will be directly measured from the back wall (opposing wall) of the basis manhole, typically the downstream manhole.
- E. The importance of accurate distance measurements is emphasized. Measurement for location of defects and service connections shall be done with a metering device located in the video inspection van. The footage reading of the counter must be displayed at all times on the monitor and on the DVD. Marking on the cable or the like, which would require interpolation for manhole depth, will not be allowed. Accuracy of the distance meter shall be checked by use of a tape, and accuracy shall be within two percent (2%).
- F. The location of all significant pipe defects shall be recorded on the inspection log, such as cracked and missing, pipe, degree of pipe deterioration, open or shifted joints, leaking joints, relative leak sizes, crushed pipe, and obstructions. The logs shall also show pipe type, size, depth, manhole locations, and locations of all service connections. In addition, the Contractor must determine and record the street number addresses of all manholes. When requested by the Engineer, major defects (protruding defective tapes and shifted and dropped joints) shall also be identified by the street number addresses.
- G. A DVD recording will be made by the Contractor of all pipe sections video inspected. The DVD will include a complete "color" video and audio record of the

entire inspection. The video unit shall have the capability of permanently displaying on the DVD information concerning the pipe inspected, including project number, date, structure name, manhole designation, size of pipe, and footage counter.

H. COMPILATION OF DATA

1. The Contractor shall utilize a program such as Granite XP Pipe Evaluation (GXP) software and compatible field inspection management software to electronically store all data obtained from video evaluation tasks. The software shall have the capability to compare and prioritize the evaluation data and provide the results to the City in both paper and electronic forms.
2. The Contractor will deliver five (5) copies of the report along with the DVDs to the Engineer prior to receiving final payment. A sample report may be requested with submission of price proposal.

CURED IN PLACE PIPE (CIPP)

1. Intent

- 1.1. It is the intent of this specification to provide for the reconstruction of existing sewer lines by forming a new pipe within an existing deteriorated pipe, which has generally maintained its original shape. The process is defined as the reconstruction of sewer lines by installation of a thermosetting resin impregnated flexible tube using installation procedures that comply with relevant industry standards. The resin is cured using hot water under hydrostatic pressure or the application of steam pressure within the tube. The Cured-In-Place-Pipe (CIPP) shall extend the full length of the original pipe and shall provide a structurally sound, joint-less, close fitting, and corrosion resistant CIPP.

2. Submittals

- 2.1. Product Data: Provide catalog materials for CIPP products
- 2.2. Manufacturer's Installation Instructions: Indicate special procedures required to install products specified.
- 2.3. Manufacturer's Certificate: Certify that products meet or exceed ASTM designations. Additionally, third party test results supporting the structural performance of the Manufacturer's product shall be submitted to the Engineer for review and approval.
- 2.4. CIPP Installer Certification: Documentation the Installer has successfully installed CIPP on a minimum of 5 different projects over the last 5 years and provide references for each project for verification by Engineer.

3. Materials

- 3.1. The sewn tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- 3.2. The tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion.
- 3.3. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No dry or unsaturated layers shall be evident.
- 3.4. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- 3.5. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
- 3.6. The resin used shall be high-grade corrosion resistant isophthalic polyester specifically

designed for the cured-in-place pipe (CIPP) being installed. Only PREMIUM, NON-RECYCLED resin shall be used. PET resins or those containing fillers, additives or enhancement agents shall not be used.

- 3.7. The Engineer at his discretion shall have the right to inspect the designated wet-out facility and randomly draw samples of the resin used to wet-out the CIPP used under this contract.

4. Referenced Specifications

- 4.1. Installation and material tests of CIPP must meet the minimum requirements demonstrated in the following ASTM standards:
- 4.1.1. ASTM F-1216 Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube.
 - 4.1.2. ASTM F1743 Rehabilitation of pipelines by pulled-in-place installation of a CIPP thermosetting resin pipe.
 - 4.1.3. ASTM - D790 Test methods for flexural properties of non-reinforced plastics.

5. Structural Requirements

- 5.1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
- 5.2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the Long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in Design.
- 5.3. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occur during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- 5.4. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in this Section and in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	=	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (as determined by Long-Term tests described in paragraph 5.2)	=	1% - 75%
Ovality*	=	2%
Enhancement Factor, k	=	See Section
5.3		
Soil Depth (above crown)*	=	Field

Measure	
Soil Density**	= 120 pcf
Live Load**	= H20
Highway	
Design Condition (partially or fully deteriorated)***	= ***

* Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated.

(See ASTM F1216 Appendix) The Owner will be sole judge as to pipe conditions and parameters utilized in Design.

6. Installation Responsibilities

6.1. It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work and provide rights of access to these points. If a street must be closed to traffic due to the orientation of the sewer and is approved by the Engineer, the Contractor shall institute the actions necessary to do so in accordance with the Manual for Uniform Traffic Control Devices, latest edition. Contractor shall notify the Engineer 48 hours prior to any road closures so emergency responders can be notified. The Owner shall also provide free access to water hydrants for cleaning, inversion and other work items requiring water. Contractor shall maintain a log of the water used.

6.2. Cleaning of Sewer Lines - The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP and thoroughly clean the mainline. The Owner shall also provide a dump site for all debris removed from the sewers during the cleaning operation at the North Lagoon. 31.359709, -89.336833.

6.3. Bypassing Sewage - The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Owner may require a detail of the bypass plan to be submitted.

6.4. Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Owner. All segments must be labeled with appropriate PACP ID number for the reviewer.

6.5. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection,

dropped joint, or a collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Engineer prior to the commencement of the work and shall be considered as a separate pay item.

- 6.6. Public Notification - The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Owner will provide for door hangers which must also be placed on structures affected by the project.
- 6.7. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

7. Installation

- 7.1. The Contractor shall be responsible for delivery, storage, and handling of products. Products shall be kept safe from damage. Damaged products shall be removed from the job site promptly.
- 7.2. Tube Insertion - The wet-out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 7.3. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
- 7.4. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule.

8. Reinstatement of Branch Connections

- 8.1. It is the intent of these specifications that branch connections to buildings on mainlines of 8" or greater be reopened without excavation, utilizing a remote-controlled cutting device, monitored by a video TV camera. The Contractor shall certify he has a minimum of 2 complete working cutters plus spare key components on the site before each inversion. Unless otherwise directed by the owner or his authorized representative, all active laterals will be reinstated. If there is doubt a connection is live, dye and flush tests shall be performed by the Contractor at no additional expense to the project. It will be the responsibility of the Engineer to view this process and determine if the lateral is to be reinstated based on the recommendation of the Contractor. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
- 8.2 Reinstatement of service on 6" main may be cut internally per Section 8.1 or may be

open cut and paid as a point repair, per the direction of the Engineer.

9. Inspection and Testing

- 9.1. CIPP samples shall be prepared and physical properties tested in accordance with ASTM D5813, Section 7, ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.
- 9.2. Wall thickness of samples shall be determined as described in paragraph 6.3.3 of ASTM D5813 or paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87 ½% of the nominal tube thickness and greater than the design thickness as calculated in this specification.
- 9.3. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.
- 9.4. One (1) sample per day per diameter shall be tested to determine if lining materials meet minimum requirements specified in this section. Testing shall be performed by an independent testing laboratory, under contract to the Contractor, in accordance with applicable ASTM Standards.
- 9.5. Final Inspection- Upon completion of installation, sewers shall be CCTV inspected, providing both a video recording and log which identifies all service connections and openings. The entire pipe sections rehabilitated shall be recorded and delivered to the Engineer.

CURED-IN-PLACE LATERAL REHABILITATION

PART 1: GENERAL

1. SUMMARY

- A. It is the intent of this portion of the specification to provide for the re-construction of a service lateral and connection in 8" through 24" mainline pipes, normally without excavation, by the installation of a one-piece resin impregnated, flexible, non-woven felt tube installed into the existing lateral connection utilizing a pressure apparatus positioned in the mainline pipe. Curing shall be accomplished by use of ambient cure resin or other approved method to cure the resin into a hard impermeable cured-in-place (CIPP) pipe liner. When cured, the liner shall have a watertight connection seal at the mainline and extend over the length of the service lateral in a continuous one-piece structural pipe-within-a-pipe.

2. QUALIFICATIONS OF CONTRACTOR

- A. Contractor Qualifications/References - The contractor or subcontractor performing the lateral lining work shall provide a list of references, including Owner Name, Contact Name with phone number, Contract Name, start and completion dates and Quantity of Laterals Lined, with the CIPP Lateral Lining system used for that specific project provided, verifying compliance with these qualifications. Each project will include the name of the Contractor's Site Superintendent that completed the work. These references must satisfy the minimum requirements of:
 - 1. A three (3) year history of satisfactory performance in the CIPP industry
 - 2. A minimum of 100 CIPP lateral installations
 - 3. A minimum of two (2) years continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project.
 - 4. A minimum of 5,000 CIPP laterals in a wastewater collection system application.
 - 5. The onsite Superintendent must have installed over 100 CIPP laterals of like condition for this geographic area and have a minimum of three (3) years of CIPP industry experience
 - 6. License or Certification that the proposed installer is approved to install the proposed product
 - 7. A manufacture representative shall be present at the start of the lateral installation and shall remain until 10 units are completed without complications.

3. REFERENCES

- A. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.
 - 1. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - 2. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
 - 3. ASTM D5813 - Standard Specification for Cured In Place Thermosetting Resin Sewer Piping Systems

4. SUBMITTALS

- A. Product data
 - 1. Resin
 - a) Long term test creep data confirming the resin system's 50 year design life in accordance with ASTM D2990.
 - b) Chemical Resistance per ASTM F 1216
 - c) Certificate of Compliance with ASTM F 1216
 - 2. Tube
 - a) Certificate of Compliance with ASTM F1216
 - b) If glass fiber reinforcement is used, CIPP strain Corrosion testing data in accordance with ASTM D3681
- B. CIPP wall thickness design calculations (for lateral liner) in accordance with ASTM F1216
- C. Product Qualifications/References
 - 1. The CIPP Lateral Lining system proposed for this contract must meet the following minimum requirements. The Contractor or Subcontractor performing the lateral lining work shall provide a list of references verifying compliance with these qualifications.
 - a) A five (5) year history of sanitary sewer use
 - b) A minimum of 10,000 CIPP lateral installations in the United States

PART 2: PRODUCTS

1. MATERIALS

- A. GENERAL REQUIREMENTS:
 - 1. Tube and resin will meet the requirements of ASTM F 1216, F1743 and D5813.

B. CIPP LATERAL MATERIALS:

1. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion. The liner shall be a one piece joint-less polyester felt tube that will create a watertight seal at the mainline interface.
2. The minimum length shall be 36 inches (3 feet) to effectively span the distance from the lateral connection at the main or to the cleanout location in the service lateral pipe. For the purpose of this specification, the termination point shall be a distance within 18 inches of the intersection of a cleanout or property line. Lateral lining will be accomplished utilizing the existing cleanout when possible. In the event a cleanout is required to complete the lining of the lateral, the Contractor is responsible for installing the cleanout in accordance with the details on the plans. When required, an overlap method is performed with a pull-in-process installation from a cleanout or access point back to the main. In either case, the lateral liner must provide a watertight seal at the mainline and a structural repair of the lateral over the specified length. The Installer shall verify the lengths in the field before impregnation of the resin.
3. Unless otherwise specified, the Installer shall furnish a specially designed, unsaturated, Polyester or Vinylester resin catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

C. PHYSICAL STRENGTH:

1. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.
2. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The design method shall be submitted to the Engineer for approval prior to construction.
3. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

<u>PROPERTY</u>	<u>ASTM Standard</u>	<u>RESULTS</u>
Flexural Stress	ASTM D 790	4,500 psi
Flexural Modulus	ASTM D 790	250,000 psi

PART 3: EXECUTION

1. INSTALLATION PREPARATIONS:

- A. Access – If the Contractor requires access through a cleanout or access pit to complete the lateral lining, the costs associated with the access pit will be the responsibility of the Contractor and must be included within bid items. If a cleanout already exists it shall be modified to match the details in the plans. Any excavation to install the cleanout shall be repaired in kind with solid sod or matching existing conditions.
- B. Safety – The Installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.
- C. Cleaning of Sewer Line – The intent of this specification is for cleaning of the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be cleaned using industry standard cleaning heads that can be launched from the mainline then a cleanout will be required and considered changed conditions. The laterals shall be cleaned a sufficient length to ensure the specified length of sewer is ready for lining. It shall be the responsibility of the Installer to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.
- D. Inspection of Pipelines – It is the intent of this specification for inspection of the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be inspected using industry standard inspection equipment that can be launched from the mainline then a cleanout will be required and considered changed conditions. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A DVD

and suitable log shall be kept for later reference by the Owner and submitted to the Engineer.

- E. Bypassing Sewage – The Installer, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. It is assumed that flows in the lateral specified for lining will not require bypass pumping.
- F. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using his services during the period of installation. Notification will be distributed to impacted residents 24 hours in advance of the lateral liner installation.
- G. Line Obstructions – If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, as in solids, dropped joints or collapsed pipe then the Installer shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.
- H. In the case of lined mainline pipes, the lateral connection specified for rehabilitation shall be reinstated to 100% of its original size to accept the CIPP lateral.

2. INSTALLATION OF LATERAL LINING

- A. The Installer shall designate a location where the liner will be vacuum impregnated prior to installation. The Installer shall allow the Owner to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.
- B. The wet-out liner shall be loaded inside a pressure apparatus above ground and utilizing a hydrophilic sealant (or equivalent) on the backside of the connection to

enhance a watertight seal. Also, a two-part 100% solid epoxy (reference ASTM C-881) shall be applied to the lateral brim interface to insure adhesion against the host pipe. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe to the cleanout/access point or "Right of Way" point. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the tube.

- C. Curing – In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the Installer shall supply a suitable heat source and recirculation equipment. The equipment shall be capable of delivering the approved heating medium throughout the section to the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
- D. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing air/steam or water supply. Fluid temperature in the line during the cure period shall be recommended by the resin manufacturer.
- E. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and/or the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.
- F. Cool-down – The Installer shall cool the hardened CIPP to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.

- G. Finish – The finished CIPP shall be a watertight connection seal at the mainline and extend continuous over the entire length of the service lateral and be free of dry spots, lifts, and delamination. This continuous one-piece structural pipe-within-a-pipe shall not inhibit the closed-circuit television post video inspection of the mainline or service lateral pipes.
- H. Testing – For every 50 laterals, one flat plate sample shall be taken and sent to a 3rd party test laboratory for confirmation of short term flexural modulus and strength properties in accordance with ASTM F1216. The test results shall meet or exceed the values used in the design of the CIPP lateral liner.
- I. During the warranty period, any defects which will affect the integrity or strength of the CIPP liner shall be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.
- J. After the work is completed, the Installer will provide the Owner with a CD or DVD showing the completed work including the restored conditions.

3. CLEAN-UP:

- A. Upon acceptance of the installation work, the Installer shall reinstate the project area affected by his operations.

END OF SECTION

SANITARY SEWERAGE SYSTEMS

1.0. GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0. APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and, where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.

F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12-inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition

3.0. SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer and bear on the submittal a certification from the Contractor the submittal is in conformance with the specifications.

3.1. Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2. PVC Pipe: The Contractor shall submit manufacturer's certificate which certifies the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with

the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0. MATERIALS

4.1. Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. Ductile Iron Pipe: Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have 40 mils of Protecto 401 Ceramic Epoxy on the interior per "Standard Specification for Lining Ductile Iron Pipe for Sewer Service".

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. PVC Pipe : PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and concrete manholes. Pipe connections to new manholes shall be made using a flexible synthetic rubber boot mechanically clamped to the manhole and to the pipe to provide a watertight seal.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6-inch or 4-inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

4.2. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR). Contractor shall verify the I.D. of the casing pipe is adequate for the carrier pipe prior to installation.

4.3. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467 Nominal Size
(Sieves w/Square Openings)

Percent Passing by Weight

2"	100
1 - 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

4.4. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - ½" sieve.

4.5. Clay Gravel Material: Clay Gravel Material shall meet MDOT Specifications, Group

4.6. Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7. Select Fill Material: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material. Material shall meet the Standard Specifications for Road and Bridge Construction, Latest Edition for Class 9 Group C and modified to consist of a P.I of between 5 and 15.

4.8. Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project. Unacceptable material shall be disposed of off-site at the Contractor's expense.

5.0 CONSTRUCTION:

5.1. Earthwork:

- A. **Site Preparation:** Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

Where possible, Contractor shall remove turf in sections, keep damp, and replace upon completion of backfilling.

- B. **Asphalt or Concrete Removal:** Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a

straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor at his expense. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

- C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe. In the event trench width is wider than allowed on the plans, Contractor shall absorb the cost of additional wash gravel bedding based on neat line quantity calculations.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the Contractor will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

It is the intention of these specification that there shall be a minimum interruption to traffic and all traffic control shall be in accordance with the MUTCD.

- D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

- E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

- F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with wash gravel bedding and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over

excavation, without direction of the Engineer, shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.
2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.
4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grade, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line

of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. **Backfilling:** Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:
 - a) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.
 - b) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
 - c) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.
6. **Sheeting Removal:** Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
7. **Grading and Grassing:** Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3. PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches

shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up without the approval of the Engineer.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accordance with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell. Pipe shall be pushed by use of a bar or other means approved by the Engineer. Hydraulic excavators, backhoes, or other machinery shall not be used to push slip-joint pipe together.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

Any pipe cuts shall be of neat line. Pipe shall have bevel edges according to the manufacturer's recommendations.

- B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first; then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

- C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5. STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6. SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a

uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location if the lateral is not connected to an existing sewer. For service laterals in which a connection to an existing service is required, the Contractor shall make the connection. Contractor shall verify the location of all service laterals within the project area prior to construction.

5.7. BORINGS: Borings shall be accomplished in accordance with Mississippi Standard Specifications for Road and Bridge Construction or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

- A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.
- B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.
- C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.
- D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8. RELATION TO WATER MAINS:

- A. Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if:
 - 1. It is laid in a separate trench.
 - 2. It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
 - 3. In either case the elevation of the crown of the sewer is at least 18 inches below the bottom of the water main.
- B. Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the

bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

- C. Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical-joint ductile iron pipe and both services should be pressure tested to assure water tightness.

5.9. CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project until such time it is no longer needed. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

Where shown on the plans or directed by the Engineer, new sewers shall be connected to existing sewers either by constructing a manhole over an existing line (doghouse) or by coring through the wall of an existing manhole.

6.0. TESTING

6.1. Ductile Iron Pipe:

- A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.
- B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

- 6.2. PVC PIPING:** Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3. STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4. BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5. COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99	AASHTO T-191	or	ASTM D 2922
Select Backfill Material OR Stabilization Material	1		One per 100 CY
Bedding Material	2		One per 600 LF
Tamped Backfill	2		One per 600 LF

6.6. INFILTRATION/EXFILTRATION/LAMP TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

- A. **Infiltration Test:** The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12-hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.
- B. **Low Pressure Air Test:** Air test shall be conducted in strict accordance with the manufacturer's instructions, including all recommended safety precautions. Equipment used for air testing shall be specifically designed for such and include a monitoring gauge with 0 to 5 psi with a minimum division of 0.1 psi and an accuracy of no less than 0.05 psi.
1. Air testing shall be conducted for completed gravity sewer mains
 2. After an internal pressure of 4.0 psi is obtained, allow at least 2 minutes for pressure to stabilize, adding only the amount of air necessary to maintain pressure. After stabilization period, adjust the pressure to 3.5 psi and valve off air supply.
 3. Determine the minimum pressure holding time allowed for pressure to drop from 3.5 psi to 3.0 psi as shown on the table below.

Minimum Holding Time for Low Pressure Air Test

Nominal Pipe Size (inches)	Time per 100 ft.
6	42 sec.
8	1 min. - 12 sec.
10	1 min. - 30 sec.
12	1 min. - 48 sec.
15	2 min. - 6 sec.
18	2 min. - 24 sec.
21	3 min.
24	3 min. - 36 sec.
27	4 min. - 12 sec.
30	4 min. - 48 sec.
33	5 min. - 24 sec.
36	6 min.

- C. Visual Test: Gravity sewer lines will be lamped and shall show a true line between manholes without defects in conditions, grade, or alignment. Any defective lines shall be subject to a closed-circuit television inspection performed at the Contractor's expense.

6.7. DEFLECTION TESTS: 100% of the PVC gravity sewer mains shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

- A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.
- B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)
- C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.
- D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.
- E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.
- F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.
- G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, realign and thoroughly tamp haunching and initial backfill; replace remainder of backfill.
- H. Re-test this section for deflection after 30 days from initial testing.

CONCRETE

1.0. GENERAL

- A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.
- B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations, driveways, and minor concrete work.

2.0. APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

- A 615 Billet Steel for Concrete Reinforcement
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field
- C 33 Concrete Aggregates
- C-39 Compressive Strength of Molded Concrete Cylinders
- C 143 Slump of Portland Cement Concrete
- C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0. SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

- A. Letter from the manufacturer certifying the concrete mix conforms to the

requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

- B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4.0. MATERIALS:

- A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:
 - 1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.
 - 2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.
- B. Concrete Mix: The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.
- C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.
- D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5.0. CONSTRUCTION:

- A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a Minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.
- B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

- C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.
- D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.
- E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.
- F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches
- G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.
- H. Finish:
 - 1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.
 - 2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6.0. TESTING

The following test shall be required:

- A. Slump: The Contractor shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.
- B. Compressive Strength: The Contractor shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS

1.0. GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0. APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

- T 99 Standard Method of Test for the Moisture Density Relations of Soils Using a 5.5 lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop.
- T 167 Compressive Strength of Bituminous Mixture
- T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method
- T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

- D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition. Manual on

Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0. SUBMITTALS

3.1. Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0. MATERIALS

4.1. Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

4.2. Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 702.

4.3. Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403.

Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

- A. **Hot Mix Asphalt All Sizes:** Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition
- B. **Topsoil:** Topsoil shall be in accordance with Technical Specifications – SEEDING AND SODDING.
- C. **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0. CONSTRUCTION

5.1. Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one-way movement of traffic around equipment and for one-way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2. Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

- A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

- B. Select Fill: Class 9, Group "C" Modified for a PI of between 5 and 15 as per latest Edition of Mississippi standard specifications for Road and Bridge construction
- C. Asphalt Repair: Temporary Asphalt repair shall be made using 3" thickness of 825 crushed stone.
- D. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE
- E. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.
- F. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.
- G. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.
- H. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

5.3. Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar

manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 7 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4. Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T99.

5.5. Repair to Lawns:

- A. **General:** The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.
- B. **Grading:** The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- C. **Topsoil:** The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - ½ tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.
- D. **Grassing:** Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses

will not actively grow. The type (s) of permanent grasses shall be the same as the grass (es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - ½ tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6. Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion. During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7. General Grassing of Unimproved Areas

- A. **General:** The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.
- B. **Grading:** The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- C. **Topsoil:** The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor at no expense to the project, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8. Miscellaneous Items: Items such as fences, gates, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9. General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0. TESTING

6.1. General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2. Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

- A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.
- B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.
- C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0. DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for top soiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, fertilizing and reseeding as required until final inspection and acceptance of the project.

2.0. SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0. MATERIAL

3.1. Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2. Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3. Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4. Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

Name	Percent Purity	Percent Germination	Mix (Dry Wt. Lbs.) Per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50

Fall and Winter Seeding (September 1 to March 1)

Name	Percent Purity	Percent Germination	Mix (Dry Wt. Lbs.) Per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5. Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacterium that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6. Soil for Repairs: For fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7. Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8. Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work

and shall, when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0. INSPECTION AND TESTS

4.1. Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2. Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1. General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2. Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3. Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas

by means of graders or other approved equipment.

5.4. Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0. APPLICATION OF FERTILIZER AND LIMESTONE

6.1. Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2. Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3. Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4. Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0. PLANTING SEED

7.1. General: A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been affected. If inspection during or after seeding operations indicates that strips wider than 6 inches

have been left unplanted or other areas skipped, additional seed shall be sown.

7.2. Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3. Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4. Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked, to their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0. MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass

species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0. ESTABLISHMENT OF GROWTH

9.1. General : The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2. Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3. Re-fertilizing: The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified herein before shall be provided.

9.4. Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

SECTION 1100 – TECHNICAL SPECIFICATIONS FOR INSTALLATION OF PROTECTIVE AND RESTORATION COATINGS

PART 1 – GENERAL

1.01 SCOPE

- A. It is the intent of this contract to install a high quality protective or restoration coating system to the interior surfaces of all manholes, wet wells, or other structures. This specification covers work, materials, equipment, and tools including specially developed application equipment as required for installation of a field applied interior surfacing system. The use of specialized equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. Product application requirements and procedures described herein include surface preparation, mixing application, material handling and storage, qualification of the applicator, and application quality control.
- B. The manhole to be rehabilitated, as determined by the ENGINEER, shall utilize system 3 as outlined below.

1.02 DESCRIPTION OF SYSTEMS

- A. The following systems have been designated as the minimum acceptable requirements for the conditions listed in the above table.
 - 1. System 3
 - a. Polyurea System
 - i. Minimum 1/2" DFT of approved closed cell foam surfacer
 - ii. Minimum 60 mils DFT of approved polyurea Coating
 - b. Epoxy System
 - i. Minimum 180 mils DFT of approved epoxy coating

1.03 REFERENCES AND STANDARDS

- A. All references and standards listed shall be the latest revisions
- B. References
 - 1. American Society for Testing and Materials (ASTM)
 - 2. International standard Organization (ISO)
 - 3. National Association of Corrosion Engineers (NACE)
 - 4. SSPC
 - 5. International Concrete Repair Institute (ICRI)
 - 6. American Concrete Institute

C. ASTM Standards

1. ASTM D638: Tensile Properties of Plastics
2. ASTM D790: Flexural Properties of Un-reinforced and Reinforced Plastics
3. ASTM D695: Compressive Strength of Rigid Plastics
4. ASTM D4541: Pull-off Strength of Coatings Using a Portable Adhesion Tester
5. ASTM D2584: Volatile Matter Content
6. ASTM D2240: Durometer Hardness, Type D
7. ASTM D1653: Water Vapor Transmission of Organic Coating Films
8. ASTM D543: Resistance of Plastics to Chemical Reagents
9. ASTM C297: Flatwise Tensile Strength of Sandwich Constructions.
10. ASTM E-1907: Calcium Chloride Test for Moisture Vapor Transmission.
11. ASTM D-4263: Test Method for Indicating Moisture in concrete by Plastic Sheet Method.
12. ASTM E-337: Test Method for Measuring Humidity with a Psychomotor.
13. ASTM D-6132: Test Method for Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Gauge.
14. ASTM D-4138: Test Method for Measurement of Dry film Thickness of Protective Coating Systems by Destructive Means.
15. ASTM D-4787: Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.

D. SSPC Standards

1. SSPC Publication No. 91-08: Surface Preparation Specifications
2. SSPC TU-13: Surface Preparation of Concrete
3. SSPC TU-2: Design, Installation and Maintenance of Coating Systems for Concrete

E. NACE Standards

1. NACE Standard SP 0188: discontinuity (Holiday) Testing for Protective Coatings
2. NACE Standard SP 0892: Linings Over Concrete for Immersion Service
3. NACE No. 6: Surface Preparation of Concrete
4. NACE 6/SSPC 13: A Joint Standard for Surface Preparation of Concrete

F. Other Standards

1. ICRI Technical Guidelines 03730: Surface Preparation Guidelines for the Repair of Deteriorated Concrete Resulting from Reinforced Steel Corrosion
2. ICRI Technical Guidelines 03731: Guide for Selecting Application Methods for the Repair of Concrete Surfaces
3. ICRI Technical Guidelines 03732: Guide for Selecting and Specifying Surface Preparation for Sealers, Coatings and Membranes

1.04 SUBMITTALS

- A. All submittals shall be submitted in accordance with the applicable portions of these specifications.
- B. The Contractor shall submit the following information to the Engineer for approval prior to beginning the installation of the protective coating.
 - 1. Manufactures data sheets for the coating materials
 - 2. Third party test results verifying the physical properties of the coating materials meet or exceed the requirements of these specifications.
 - 3. Applicator's procedures for preparing the surface of the structure and installing the coating system.
 - 4. Documentation that the Applicator of the coating has been trained and certified by the Manufacturer.

PART 2 – PRODUCTS

2.01 The Products and Manufacturers listed below are pre-approved for use on this Project.

2.02 All additional products that are pre-approved by the Engineer shall be identified in an addendum issued prior to the bid date.

2.03 100% POLYUREA PRODUCTS

- A. All products to be used on this project must be pre-approved by the Engineer prior to the bid date. The following products have been pre-approved for use on this project.
 - 1. Spectra Shield by CCI Spectrum, Inc.
 - 2. Nukote Aegis™ System by Nukote Coating Systems International, LLC
- B. Polyurea Coating
 - 1. Modified polymer shall be sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment.
 - 2. Typical Chemical Analysis
 - a. "A" Component
 - i. Viscosity, at 77°F, cps. 450
 - ii. Physical State Liquid
 - iii. Hygroscopicity Reacts with water
 - b. "B" Component
 - i. Viscosity at 77°F, cps 500
 - ii. Physical State, Liquid
 - iii. Hygroscopicity Reacts with water
 - iv. Non-Volatile 100%

- c. Reaction Profile (100 grams, 175°F sample)
 - i. Gel Time, seconds 10
 - ii. Tack Free Time, seconds 20
 - iii. Cure Time, seconds 90
 - d. Processing
 - e. A System/B System, volume ratio: 1.00 / 1.00
 - 3. Typical Physical Properties
 - a. Tensile Strength, PSI >2400
 - b. Elongation, % 200-300
 - c. Tear Strength, PLI >450
 - d. Shore D Hardness 50
- C. Polyurethane Foam
- 1. Polyurethane Rigid Structure Foam, low viscosity two-component, containing flame retardants.
 - 2. TYPICAL CHEMICAL ANALYSIS
 - a. "A" Component
 - i. Viscosity, 77° F, cps. 200
 - ii. Physical State Liquid
 - iii. Hygroscopicity Reacts with water and evolves CO2 gas
 - b. "B" Component
 - i. Viscosity, 77° F, cps. 660
 - ii. Physical State Liquid
 - iii. Hygroscopicity Absorbs water rapidly changing ratio
 - c. Reaction Profile (100 grams, 77°F sample)
 - i. Cream Time, seconds 1-4
 - ii. Tack Free time, seconds 5-8
 - iii. Rise Time, seconds 6-10
 - d. Processing
 - i. A System / B System, volume ratio 1.00 / 1.00
 - 3. Typical Physical Properties
 - a. Density, nominal, core, lbs/ft³ ASTM D-1622 @ 74° F 3-10
 - b. Closed Cell Content, % @ 74° F 90-95

PART 3 – EXECUTION

3.01 INSTALLER QUALIFICATIONS

- A. All products must be installed by an Installer that has been trained and certified by the manufacturer.
- B. The Installer must provide verifiable documentation of the above certification and the successful installation of 250,000 square feet of the pre-approved products in sanitary sewer structures.

3.02 QUALITY ASSURANCE

- A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM standards.
- B. Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- C. Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

3.03 SAFETY

- A. Applicator shall perform his work in a manner to protect the health and safety of all workmen and the public.
- B. All work shall be in accordance with standard industry safety practices.
- C. All work, including entry into confined spaces shall be performed in strict compliance with current OSHA regulations.

3.04 PRE-COAT INSPECTION

- A. The applicator's vehicles and equipment must be able to access the structures to be coated under their own power.
- B. Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.
- C. Installation of the protective coating shall not commence on any surfaces containing freshly poured concrete until the concrete substrate has properly cured, and in no case less than 28 days.

3.05 SURFACE PREPARATION

- A. Applicator shall inspect all surfaces specified to receive the surfacing system prior to surface preparation. Applicator shall promptly notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the surfacing system.
- B. All concrete that is not sound or has been damaged by chemical exposure shall be restored to a sound concrete surface. All contaminants including all oils, grease,

incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

- C. Surfaces to receive protective coating shall be cleaned to produce a sound concrete or masonry surface with adequate profile and porosity to provide a strong bond between the surfacing system and the substrate. Surface preparation methods shall be based upon the conditions of the substrate and the requirements of the surfacing system to be applied, but as a minimum, shall be in accordance with the manufacturer's guidelines.

3.06 APPLICATION

- A. The interior surfacing system shall be applied to the specified surfaces of all other structures.
- B. The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.
- C. The cured surfacing shall have proper sealing connections to all un-surfaced areas and shall be placed and cured in conformance with the recommendations of the system manufacturer.
- D. When cured, the system shall form a continuous, tight-fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.
- E. The system shall effectively seal the interior surfaces of the structure and prevent any penetration or leakage of groundwater infiltration.
- F. The system shall be compatible with the thermal conditions of the existing sewer structure surfaces.
- G. Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.
- H. The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order.
- I. The specified materials must be applied by an approved installer of the surfacing system.

- J. The walls of the structure shall be lined with the surfacing system to provide a thickness as previously specified based on the condition of the existing structure. The cured surfacing shall have proper sealing connections to all un-surfaced areas and shall be placed and cured in accordance with the recommendations of the system manufacturer.

PART 4 – QUALITY ASSURANCE

- 4.01 Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM standards.
- 4.02 Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- 4.03 Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.
- 4.04 TESTING AND INSPECTION
 - A. Thickness of coatings should be measured using non-destructive methods as recommended by the system manufacturer to ensure a uniform thickness during application.
 - B. The Engineer and Applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth herein by Applicator.

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 CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERENCE TO ALL CITY OF HATTIESBURG, LAMAR COUNTY, & FORREST COUNTY FEES, PERMITS, OR REGULATIONS ASSOCIATED WITH THE PROJECT.
4. 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.
5. 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.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
8. 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.
9. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER. ANY DAMAGE TO ANY UTILITY, LOCATED PRIOR TO CONSTRUCTION OR NOT, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
10. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL ABSORBED IN THE COST OF OTHER ITEMS. 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.
11. 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.
12. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
13. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF OTHER ITEMS.
14. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
15. 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.
16. WORK FOR THIS PROJECT REQUIRES EXCAVATION 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.
17. 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)
18. THE CONTRACTOR SHALL ADHERE TO ALL CURRENT MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES.
19. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN.
20. 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.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TEMPORARY DIVERSION OF SANITARY SEWER REQUIRED FOR COMPLETION OF THE PROJECT (NO SEPARATE PAY).
23. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION.
24. 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).
25. 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.
26. 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).
27. 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.
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.
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. 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)
34. HOT MIX ASPHALT PAVEMENT SHALL BE COMPACTED WITH A STATIC ROLLER.
35. 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.)
36. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED WHENEVER NECESSARY, REMAIN IN PLACE ONLY AS LONG AS THEY ARE NEEDED, AND REMOVED IMMEDIATELY THEREAFTER.
37. PAY FOR INSTALLATION, MAINTENANCE AND REMOVAL OF TRAFFIC CONTROL DEVICES WILL BE MADE UNDER THE MAINTENANCE OF TRAFFIC PAY ITEM.
38. TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE TRAFFIC CONTROL PLAN AND APPLICABLE DETAILS.
39. THESE ARE MINIMUM REQUIREMENTS AND IN NO WAY RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO MAINTAIN TRAFFIC IN A SAFE MANNER.
40. SEE STANDARD DRAWINGS FOR CORRECT PLACEMENT AND INSTALLATION OF BARRICADES AND SIGNS.
41. THE CLEAN & CCTV SEWER MAINS (ALL SIZES) (ALL DEPTHS) PAY ITEM SHALL INCLUDE PRE AND POST CONSTRUCTION VIDEO.

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. 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, SHALL BE APPLIED PER THE VEGETATION SCHEDULE.
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.

ABBREVIATIONS LEGEND:

AC	– ACRES	LT	– LEFT
CL	– 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		

SEWER NOTES:

1. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.
2. WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
3. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
4. ALL SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 PVC AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, TRAFFIC COVER IF NEEDED, ANY PIPE LENGTH TO BRING CLEANOUT TO SURFACE GRADE, AND OTHER ITEMS AS REQUIRED TO PROVIDE FULLY FUNCTIONAL SEWER SERVICE. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSH WITH PAVEMENT. (NO SEPARATE PAY)
5. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SEWER SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT.
- 7.1. ALL SERVICE CONNECTIONS SHOWN ON THE PLAN SHEETS SHALL BE CONNECTED TO THE PROPOSED SEWER LINE, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
- 7.2. FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER'S APPROVAL.
- 7.3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
- 7.4. THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SERVICE CONNECTION TO MAIN, PIPE, TEE'S, REDUCERS, CLEANOUT ASSEMBLIES (AS DETAILED), CONNECTIONS TO EXISTING SERVICE, AND ANY OTHER FITTINGS NECESSARY TO MAKE THE CONNECTION SHALL BE INCLUDED IN THE COST OF THE REMOVE AND REPLACE SERVICE LATERAL PAY ITEM. SERVICE LINE SHALL BE PAID PER LINEAR FOOT.
- 7.5. SERVICE CONNECTIONS NOTED ON THESE PLANS ARE LOCATED BASED ON FIELD EVIDENCE, INSPECTION REPORTS AND OTHER INFORMATION THAT IS AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY SERVICE LOCATIONS WITH PRE-CONSTRUCTION CCTV.
- 7.6. ALL SERVICE LINES CONNECTING TO GRAVITY MAINS INCLUDED IN THIS PROJECT SHALL BE CURED-IN-PLACE UNLESS PRE-CONSTRUCTION VIDEO FOOTAGE INDICATES A NEED FOR REPLACEMENT. THE CONTRACTOR SHALL SUBMIT A LIST OF SERVICE LATERAL REPLACEMENTS TO THE ENGINEER FOR REVIEW AFTER THE PRE-CONSTRUCTION CLEANING AND CCTV IS COMPLETE.
- 7.7. ALL SERVICE CONNECTIONS (FOR ALL UTILITY TYPES) WHICH ARE TEMPORARILY DISCONNECTED DUE TO CONSTRUCTION REQUIREMENTS, DAMAGED OR OTHERWISE DISCONNECTED, SHALL BE REPAIRED IN KIND AT THE CONTRACTORS EXPENSE, UNLESS OTHERWISE DIRECTED (NO SEPARATE PAY). SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH THE UTILITY OWNER AND THE AFFECTED STRUCTURE OWNER.
8. ALL BEDDING, PAVEMENT REMOVAL, PAVEMENT MILLING, PAVEMENT DISPOSAL, FITTINGS, TEES, ETC. REQUIRED FOR CONSTRUCTION SHALL BE ABSORBED IN THE COST OF OTHER ITEMS (SEE THE MEASUREMENT AND PAYMENT SECTION IN THE SPECIFICATIONS).
9. POINT REPAIRS SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER (PAID PER EACH).
10. POINT REPAIRS SHALL BE ESTIMATED AT 10 FEET IN LENGTH BASED ON DEPTH OF LINE AT SEWER FLOW LINE AT DOWNSTREAM REPAIR LOCATION.
11. THE CONTRACTOR SHALL SUBMIT A LIST OF REQUIRED POINT REPAIRS TO THE ENGINEER FOR REVIEW AFTER THE PRE-CONSTRUCTION CCTV IS COMPLETED.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
CIPP SEWER IN VARIOUS LOCATIONS PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: LAT		Checked by: SEM	
Date: 10-31-2022		Scale: NONE	
Drawing No.: 12224		Sheet No. ____2____	

PROJECT: Hattiesburg, City of 1242 - CIPP Sewer in Various Locations Phase II.d. Design 1242-CAD File: 1242-Project Map - CIPP - Fountainbleu Apts. 3.1.19.2024 11:34 PM

GENERAL NOTES:

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (CURRENT EDITION) AND MISSISSIPPI DEPARTMENT OF TRANSPORTATION STANDARDS.

ALL EXISTING SEWER MAINS INCLUDED IN THIS PROJECT SHALL BE TELEVIEWED & CLEANED AS INDICATED ON THIS SHEET. ONLY THE LENGTH INDICATED ON THE PROPOSAL SHALL BE CURED-IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE SEWER MAINS TO BE CURED-IN-PLACE SHALL BE DETERMINED BY THE ENGINEER AFTER ALL MAINS HAVE BEEN TELEVIEWED AND CLEANED.

SEWER SERVICE LATERALS CONNECTING TO SEWER MAINS INCLUDED IN THIS PROJECT SHALL BE CLEANED, TELEVIEWED, AND CURED-IN-PLACE OR REPLACED AS NECESSARY AS DIRECTED BY THE ENGINEER. A SEWER CLEANOUT ASSEMBLY (AS DETAILED) SHALL BE INSTALLED FOR SEWER SERVICE LATERALS IN NEED OF REPLACEMENT (OR FOR ANY SEWER SERVICE WITHOUT AN EXISTING CLEANOUT). CLEANOUT ASSEMBLYS SHALL INCLUDE ANY NECESSARY COMPONENTS & FITTINGS NECESSARY TO PROVIDE FULLY FUNCTIONAL SEWER SERVICE. SEWER CLEANOUT ASSEMBLYS SHALL BE ABSORBED IN THE COST OF THE SEWER SERVICE LATERAL REPLACEMENT PAY ITEM AND THE CIPP-SERVICE LATERAL PAY ITEM DEPENDING ON WHICH IS APPLICABLE.

ROOT REMOVAL SHALL BE AN ABSORBED ITEM.

NOTE:

WATER TIGHT MANHOLE COVER AND FRAMES SHALL BE INSTALLED ON THE FOLLOWING MANHOLES PER THE "WATER TIGHT MANHOLE COVER & FRAME" PAY ITEM:

- G618
- G631
- G632A
- G632
- G633
- G638
- G639

① NOTE:

UNKNOWN UTILITY LINE IS BORED THROUGH MANHOLE G623. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY TO REMOVE SAID UTILITY (REQ'D) (APPLIES TO ALL INSTANCES OF UTILITY CONFLICT) (NO SEPARATE PAY)

② NOTE:

MANHOLE G598 IS BURIED UNDER ASPHALT. CONTRACTOR SHALL ADJUST MANHOLE TO MATCH ROAD GRADE (REQ'D)

③ NOTE:

MANHOLE G637 IS BURIED UNDER ASPHALT. CONTRACTOR SHALL ADJUST MANHOLE TO MATCH ROAD GRADE (REQ'D)

④ NOTE:

MANHOLE G607A IS BURIED UNDER ASPHALT. CONTRACTOR SHALL ADJUST MANHOLE TO MATCH ROAD GRADE (REQ'D)

CIPP NOTES

1. ALL SEWER MAINS NOTED ON THIS MAP (SEE LEGEND) FOR CURED-IN-PLACE-PIPE INSTALLATION, SHALL INCLUDE THE FOLLOWING WORK:

- 1.1. CLEAN, CCTV, & INSPECTION PRIOR TO CIPP INSTALLATION
- 1.2. REMOVAL OF PROTRUDING SERVICE LATERALS
- 1.3. INSTALLATION OF CURED-IN-PLACE-PIPE OR POINT REPAIR AS DETERMINED BY CCTV INSPECTION (SEE SPECS)
- 1.4. POST CONSTRUCTION CCTV AND INSPECTION WITH REPORTS.

2. ALL SEWER MANHOLES NOTED ON THIS MAP (SEE LEGEND) IN THE AREA FOR CURED-IN-PLACE-PIPE INSTALLATION, SHALL INCLUDE THE FOLLOWING WORK:

- 2.1. CLEANING & INSPECTION PRIOR TO COATING/LINING INSTALLATION (ABSORBED IN THE COST OF THE MANHOLE REHABILITATION PAY ITEM)
- 2.2. COATING/LINING INSTALLATION (SEE SPECS).
- 2.3. POST CONSTRUCTION INSPECTION AND REPORTS.

3. ALL SEWER SERVICE LATERALS NOTED ON THIS MAP IN THE AREA FOR CURED-IN-PLACE-PIPE INSTALLATION, SHALL INCLUDE THE FOLLOWING WORK:

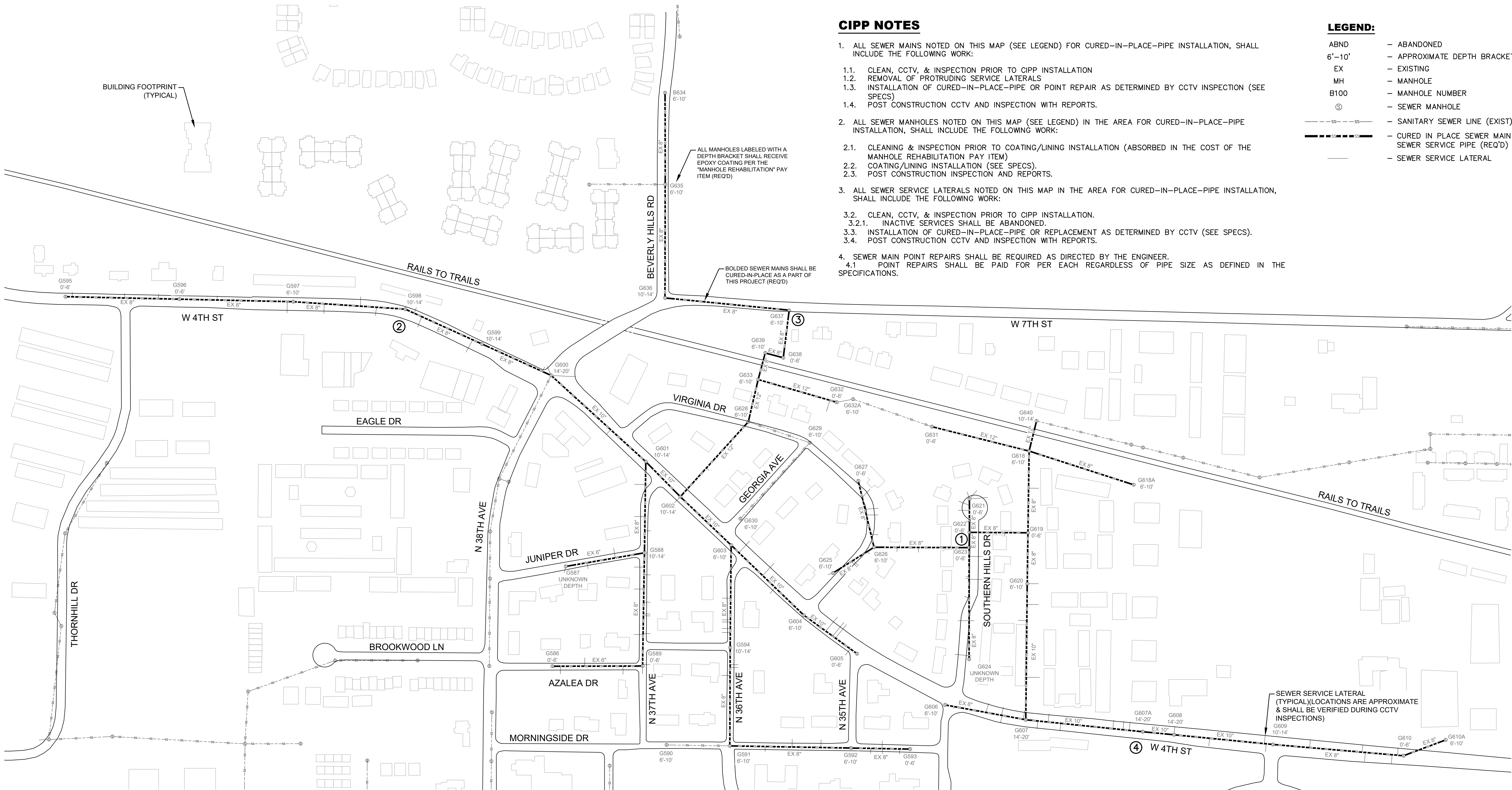
- 3.2. CLEAN, CCTV, & INSPECTION PRIOR TO CIPP INSTALLATION.
- 3.2.1. INACTIVE SERVICES SHALL BE ABANDONED.
- 3.3. INSTALLATION OF CURED-IN-PLACE-PIPE OR REPLACEMENT AS DETERMINED BY CCTV (SEE SPECS).
- 3.4. POST CONSTRUCTION CCTV AND INSPECTION WITH REPORTS.

4. SEWER MAIN POINT REPAIRS SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER.

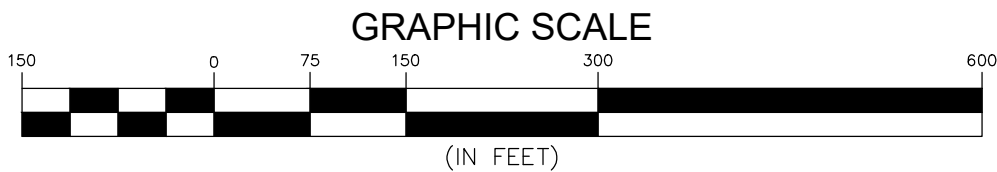
4.1. POINT REPAIRS SHALL BE PAID FOR PER EACH REGARDLESS OF PIPE SIZE AS DEFINED IN THE SPECIFICATIONS.

LEGEND:

- ABND — ABANDONED
- 6'-10' — APPROXIMATE DEPTH BRACKET
- EX — EXISTING
- MH — MANHOLE
- B100 — MANHOLE NUMBER
- Ⓢ — SEWER MANHOLE
- SS --- SS --- — SANITARY SEWER LINE (EXIST)
- SS --- SS --- — CURED IN PLACE SEWER MAIN PIPE, & SEWER SERVICE PIPE (REQ'D)
- — SEWER SERVICE LATERAL

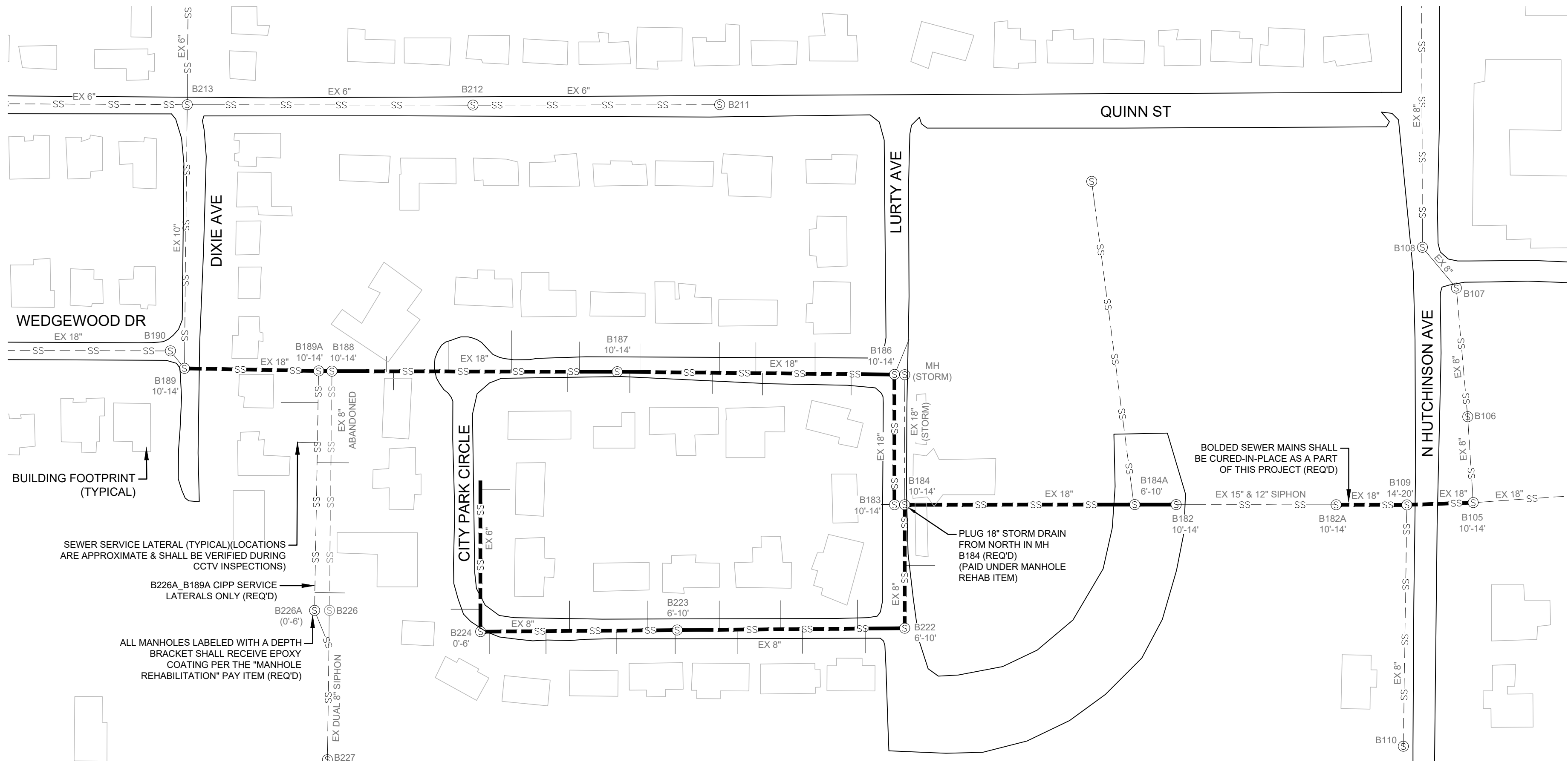


SEWER SERVICE LATERAL (TYPICAL)(LOCATIONS ARE APPROXIMATE & SHALL BE VERIFIED DURING CCTV INSPECTIONS)



NO.	DATE	DESCRIPTION	BY
SITE PLAN – FOUNTAINBLEU APTS AREA			
CIPP SEWER IN VARIOUS LOCATIONS PH II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: LAT		Checked by: SEM	
Date: 10-24-2022		Scale: AS NOTED	
Drawing No.: 12242		Sheet No. 3	

PROJECT: Hattiesburg, City of 12242 - CIPP Sewer in Various Locations Phase II.dwg
DESIGNER: J. L. Design
DATE: 12/24/2022
CITY: Hattiesburg, MS
PROJECT: CIPP Sewer in Various Locations Phase II.dwg
DATE: 12/24/2022
CITY: Hattiesburg, MS



GENERAL NOTES:

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (CURRENT EDITION) AND MISSISSIPPI DEPARTMENT OF TRANSPORTATION STANDARDS.

ALL EXISTING SEWER MAINS INCLUDED IN THIS PROJECT SHALL BE TELEVIEWED & CLEANED AS INDICATED ON THIS SHEET. ONLY THE LENGTH INDICATED ON THE PROPOSAL SHALL BE CURED-IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE SEWER MAINS TO BE CURED-IN-PLACE SHALL BE DETERMINED BY THE ENGINEER AFTER ALL MAINS HAVE BEEN TELEVIEWED AND CLEANED.

SEWER SERVICE LATERALS CONNECTING TO SEWER MAINS INCLUDED IN THIS PROJECT SHALL BE CLEANED, TELEVIEWED, AND CURED-IN-PLACE OR REPLACED AS NECESSARY AS DIRECTED BY THE ENGINEER. A SEWER CLEANOUT ASSEMBLY (AS DETAILED) SHALL BE INSTALLED FOR SEWER SERVICE LATERALS IN NEED OF REPLACEMENT (OR FOR ANY SEWER SERVICE WITHOUT AN EXISTING CLEANOUT). CLEANOUT ASSEMBLYS SHALL INCLUDE ANY NECESSARY COMPONENTS & FITTINGS NECESSARY TO PROVIDE FULLY FUNCTIONAL SEWER SERVICE. SEWER CLEANOUT ASSEMBLYS SHALL BE ABSORBED IN THE COST OF THE SEWER SERVICE LATERAL REPLACEMENT PAY ITEM AND THE CIPP-SERVICE LATERAL PAY ITEM DEPENDING ON WHICH IS APPLICABLE.

ROOT REMOVAL SHALL BE AN ABSORBED ITEM.

PROJECT NOTES

1. ALL SEWER MAINS NOTED ON THIS MAP (SEE LEGEND) FOR CURED-IN-PLACE-PIPE INSTALLATION, SHALL INCLUDE THE FOLLOWING WORK:

- 1.1. CLEAN, CCTV, & INSPECTION PRIOR TO CIPP INSTALLATION
- 1.2. REMOVAL OF PROTRUDING SERVICE LATERALS
- 1.3. INSTALLATION OF CURED-IN-PLACE-PIPE OR POINT REPAIR AS DETERMINED BY CCTV INSPECTION (SEE SPECS)
- 1.4. POST CONSTRUCTION CCTV AND INSPECTION WITH REPORTS.

2. ALL SEWER MANHOLES NOTED ON THIS MAP (SEE LEGEND) IN THE AREA FOR CURED-IN-PLACE-PIPE INSTALLATION, SHALL INCLUDE THE FOLLOWING WORK:

- 2.1. CLEANING & INSPECTION PRIOR TO COATING/LINING INSTALLATION (ABSORBED IN THE COST OF THE MANHOLE REHABILITATION PAY ITEM)
- 2.2. COATING/LINING INSTALLATION (SEE SPECS).
- 2.3. POST CONSTRUCTION INSPECTION AND REPORTS.

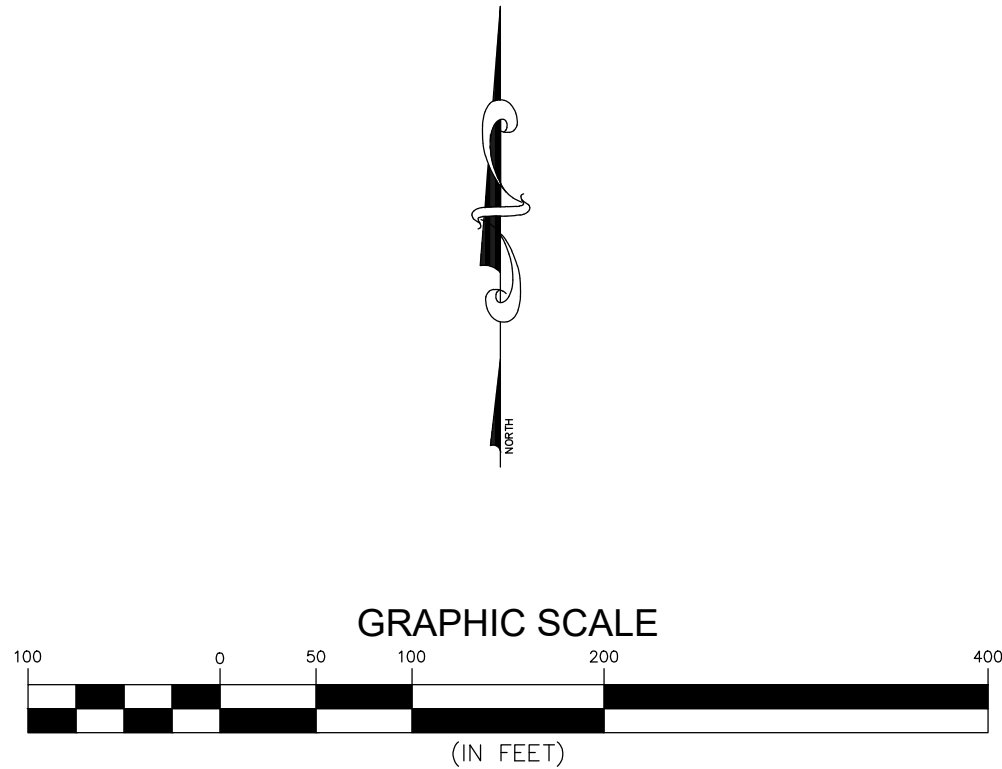
3. ALL SEWER SERVICE LATERALS NOTED ON THIS MAP IN THE AREA FOR CURED-IN-PLACE-PIPE INSTALLATION, SHALL INCLUDE THE FOLLOWING WORK:

- 3.2. CLEAN, CCTV, & INSPECTION PRIOR TO CIPP INSTALLATION.
- 3.2.1. INACTIVE SERVICES SHALL BE ABANDONED.
- 3.3. INSTALLATION OF CURED-IN-PLACE-PIPE OR REPLACEMENT AS DETERMINED BY CCTV (SEE SPECS).
- 3.4. POST CONSTRUCTION CCTV AND INSPECTION WITH REPORTS.

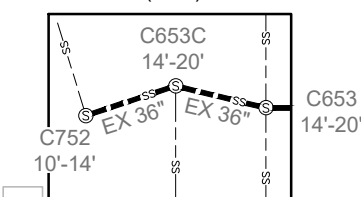
4. SEWER MAIN POINT REPAIRS SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER.
4.1 POINT REPAIRS SHALL BE PAID FOR PER EACH REGARDLESS OF PIPE SIZE AS DEFINED IN THE SPECIFICATIONS.

LEGEND:

- ABND - ABANDONED
- 6'-10' - APPROXIMATE DEPTH BRACKET
- EX - EXISTING
- MH - MANHOLE
- B100 - MANHOLE NUMBER
- ⊙ - SEWER MANHOLE
- SS---SS--- - SANITARY SEWER LINE (EXIST)
- SS---SS--- - CURED IN PLACE SEWER MAIN PIPE, & SEWER SERVICE PIPE (REQ'D)
- - SEWER SERVICE LATERAL



NO.	DATE	DESCRIPTION	BY
SITE PLAN – HATTIESBURG HIGH AREA			
CIPP SEWER IN VARIOUS LOCATIONS PH II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Drawing No.: 12242		Sheet No. 4	



MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (CURRENT EDITION) AND MISSISSIPPI DEPARTMENT OF TRANSPORTATION STANDARDS.

ALL EXISTING SEWER MAINS INCLUDED IN THIS PROJECT SHALL BE
TELEVIEWED & CLEANED AS INDICATED ON THIS SHEET. ONLY THE
LENGTH INDICATED ON THE PROPOSAL SHALL BE CURED-IN-PLACE BY
THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE
SEWER MAINS TO BE CURED-IN-PLACE SHALL BE DETERMINED BY THE
ENGINEER AFTER ALL MAINS HAVE BEEN TELEVIEWED AND CLEANED.

SEWER SERVICE LATERALS CONNECTING TO SEWER MAINS INCLUDED IN THIS PROJECT SHALL BE CLEANED, TELEVIEWED, AND CURED-IN-PLACE OR REPLACED AS NECESSARY AS DIRECTED BY THE ENGINEER. A SEWER CLEANOUT ASSEMBLY (AS DETAILED) SHALL BE INSTALLED FOR SEWER SERVICE LATERALS IN NEED OF REPLACEMENT (OR FOR ANY SEWER SERVICE WITHOUT AN EXISTING CLEANOUT). CLEANOUT ASSEMBLIES SHALL INCLUDE AN NECESSARY COMPONENTS & FITTINGS NECESSARY TO PROTECT FROM FLOODING. SEWER SERVICE LATERAL CLEANOUT ASSEMBLIES SHALL BE ABSORBED IN THE COST OF THE SEWER SERVICE LATERAL REPLACEMENT PAY ITEM AND THE CIPP-SERVICE LATERAL PAY ITEM DEPENDING ON WHICH IS APPLICABLE.

ROOT REMOVAL SHALL BE AN ABSORBED ITEM.

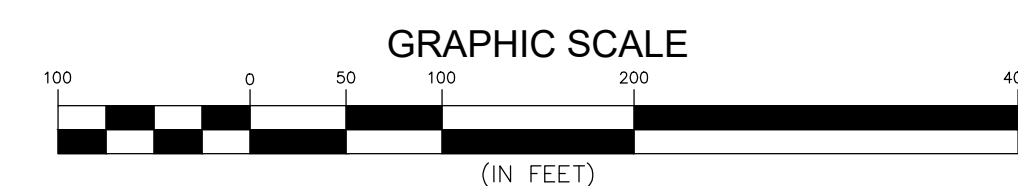
1. ALL SEWER MAINS NOTED ON THIS MAP (SEE LEGEND) FOR CURED-IN-PLACE-PIPE INSTALLATION, SHALL INCLUDE THE FOLLOWING WORK:

- 3.2.1. INACTIVE SERVICES SHALL BE ABANDONED.

ABND	—	ABANDONED
6"—10'	—	APPROXIMATE DEPTH BRACKET
EX	—	EXISTING
MH	—	MANHOLE
B100	—	MANHOLE NUMBER
Ⓢ	—	SEWER MANHOLE
—SS— —SS—	—	SANITARY SEWER LINE (EXIST)
—SS— —SS—	—	CURED IN PLACE SEWER MAIN PIPE SEWER SERVICE PIPE (REQ'D)
—	—	SEWER SERVICE LATERAL

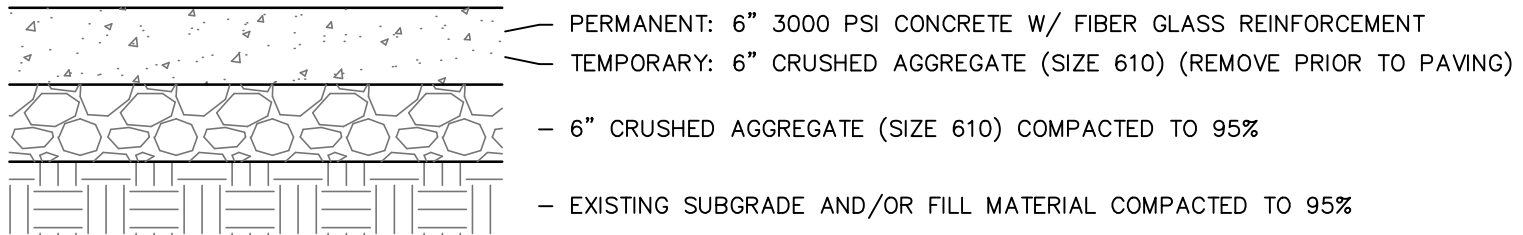


Drawn by: LAT	Checked by: SEM
Date: 10-24-2022	Scale: AS NOTED
Drawing No.: 12242	Sheet No. <u>5</u>

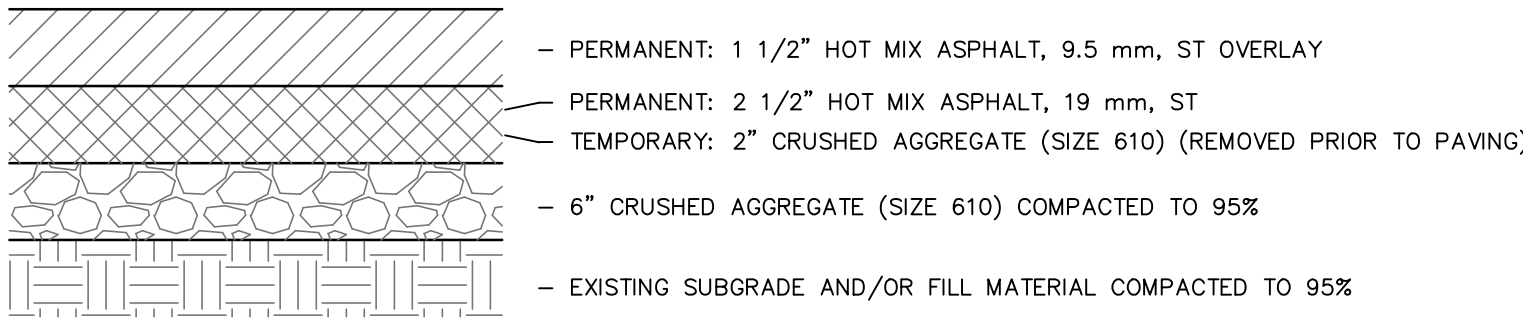


PAVEMENT REPAIR NOTES (ALL SECTIONS):

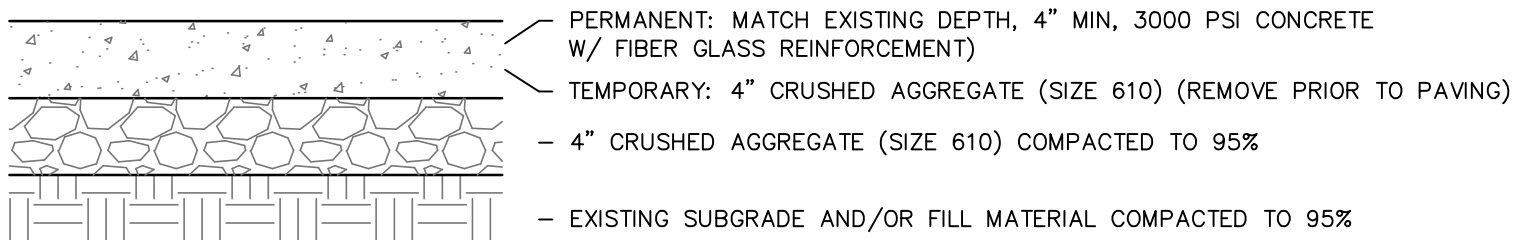
1. TEMPORARY CRUSHED AGGREGATE REMOVED DURING PAVING SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
2. TRENCHES SHALL HAVE A TEMPORARY SURFACE OF CRUSHED AGGREGATE (SIZE 610), TEMPORARY SURFACE INSTALLED FOR A PERIOD OF TIME TO BE DETERMINED BY THE ENGINEER AND REMOVED PRIOR TO PAVING (NO SEPARATE PAY)



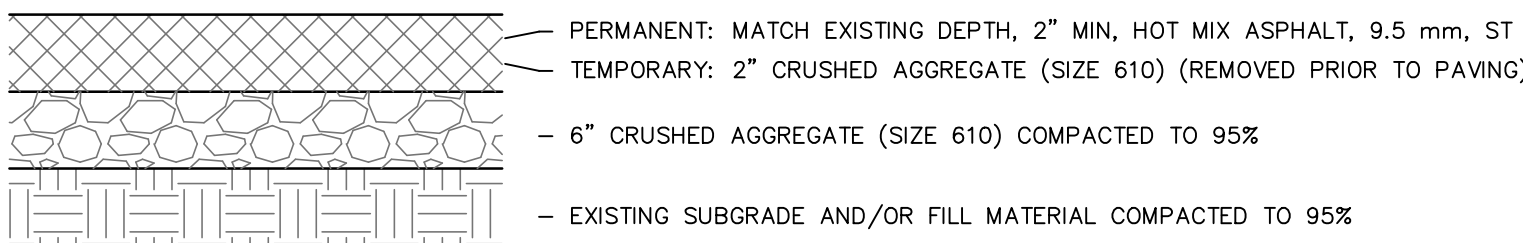
TYPICAL CONCRETE ROADWAY PAVEMENT REPAIR



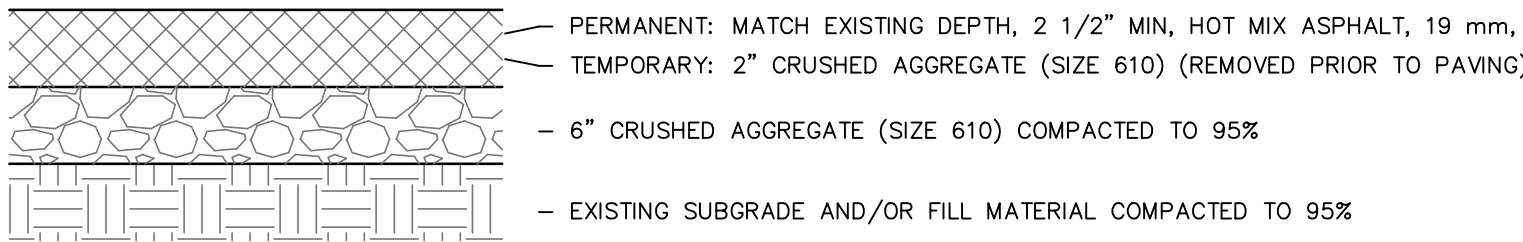
TYPICAL ASPHALT ROADWAY PAVEMENT REPAIR



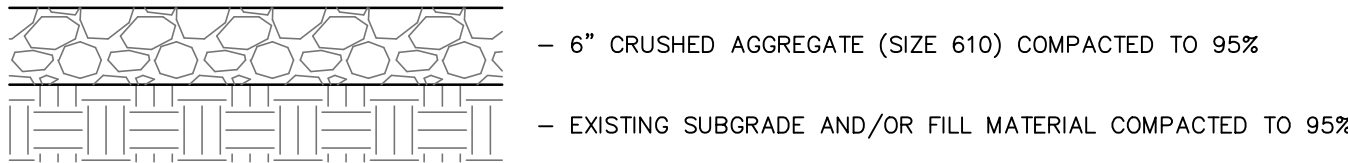
TYPICAL CONCRETE DRIVEWAY PAVEMENT REPAIR



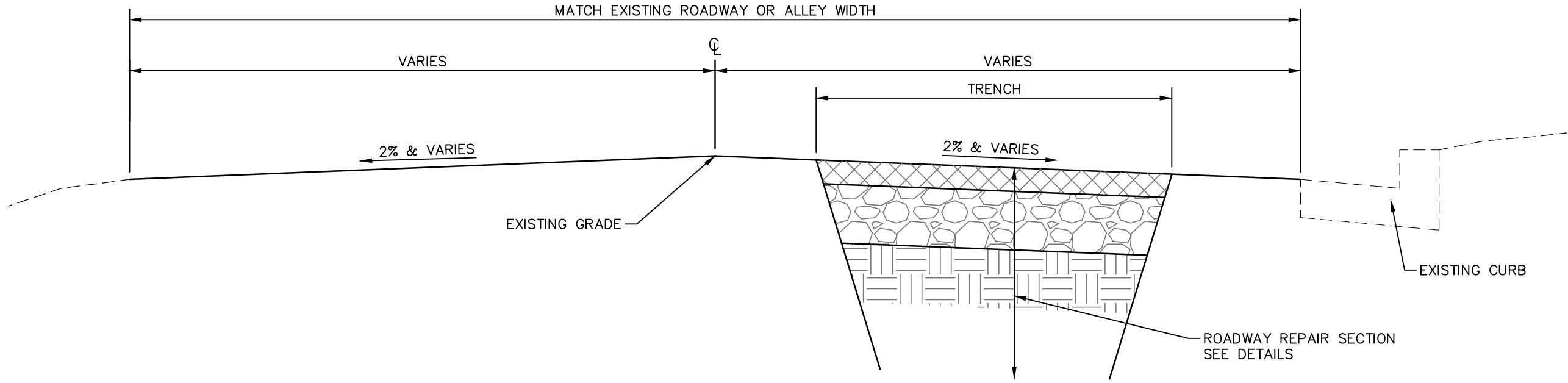
TYPICAL ASPHALT DRIVEWAY PAVEMENT REPAIR



TYPICAL TRENCH ONLY (WITH PAVING) REPAIR



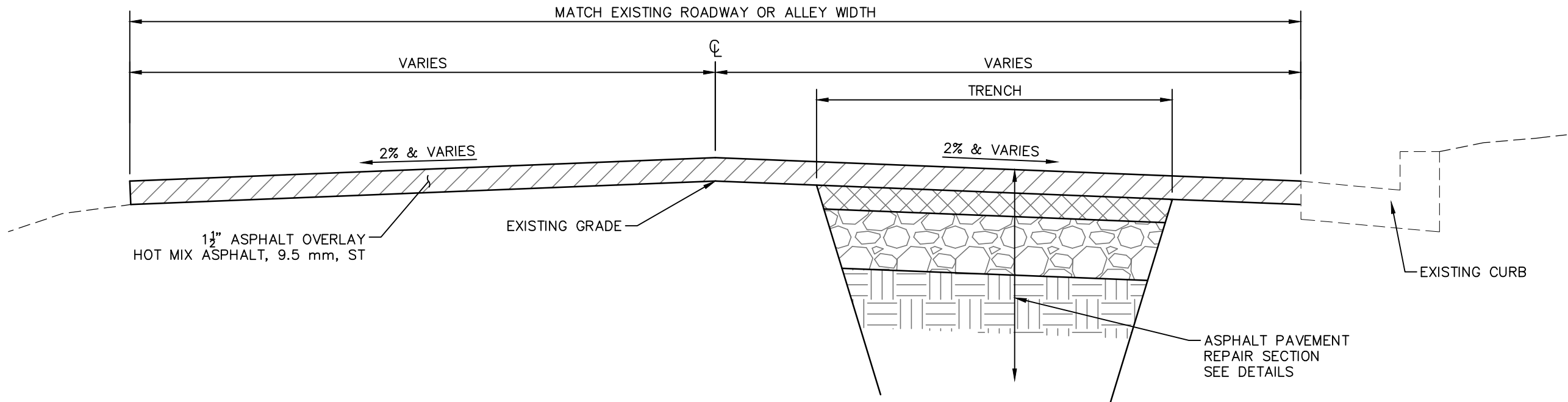
TYPICAL TRENCH ONLY (NO PAVING) REPAIR



1/2 SECTION WITHOUT CURB

1/2 SECTION WITH CURB

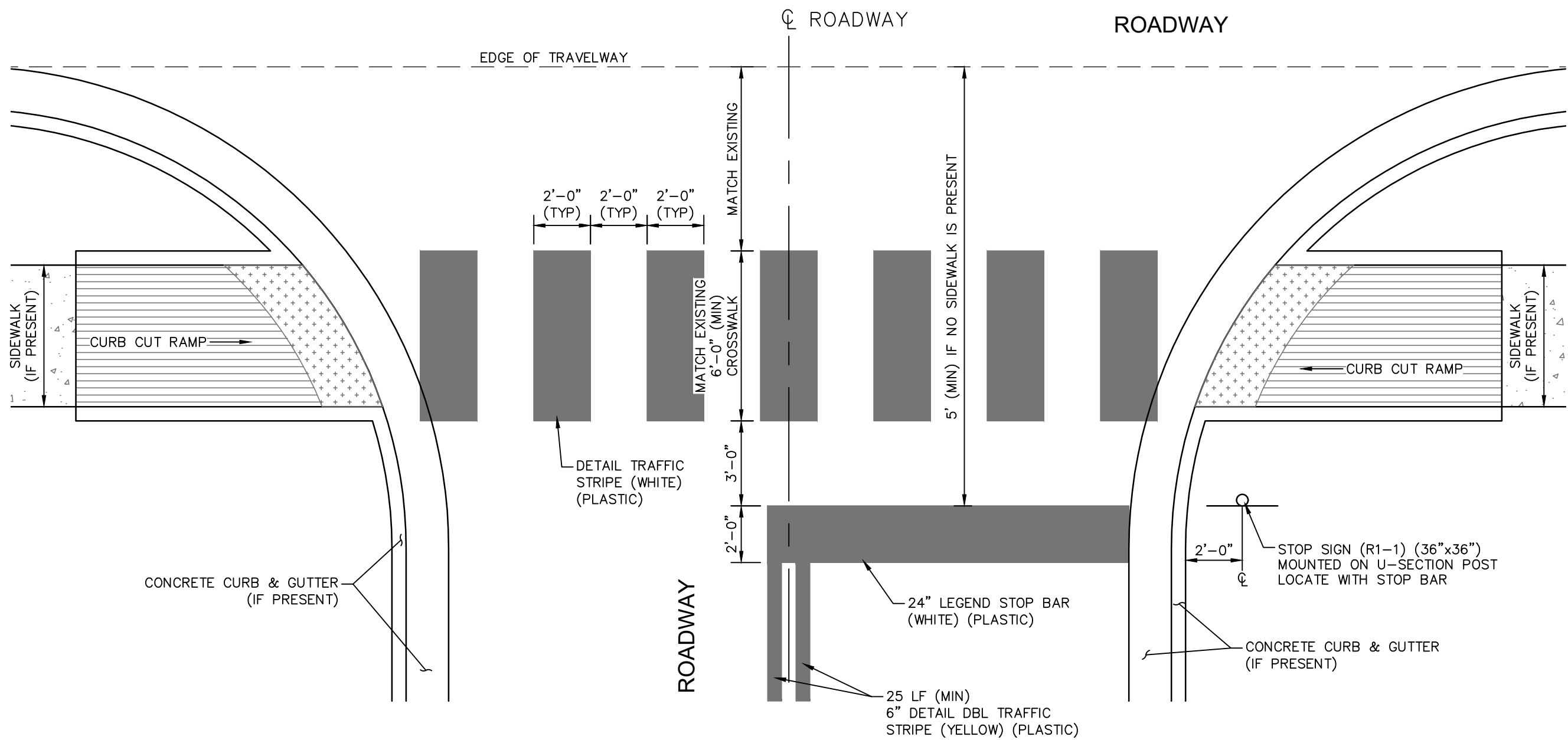
TYPICAL TRENCH REPAIR WITH PAVING ONLY SECTION



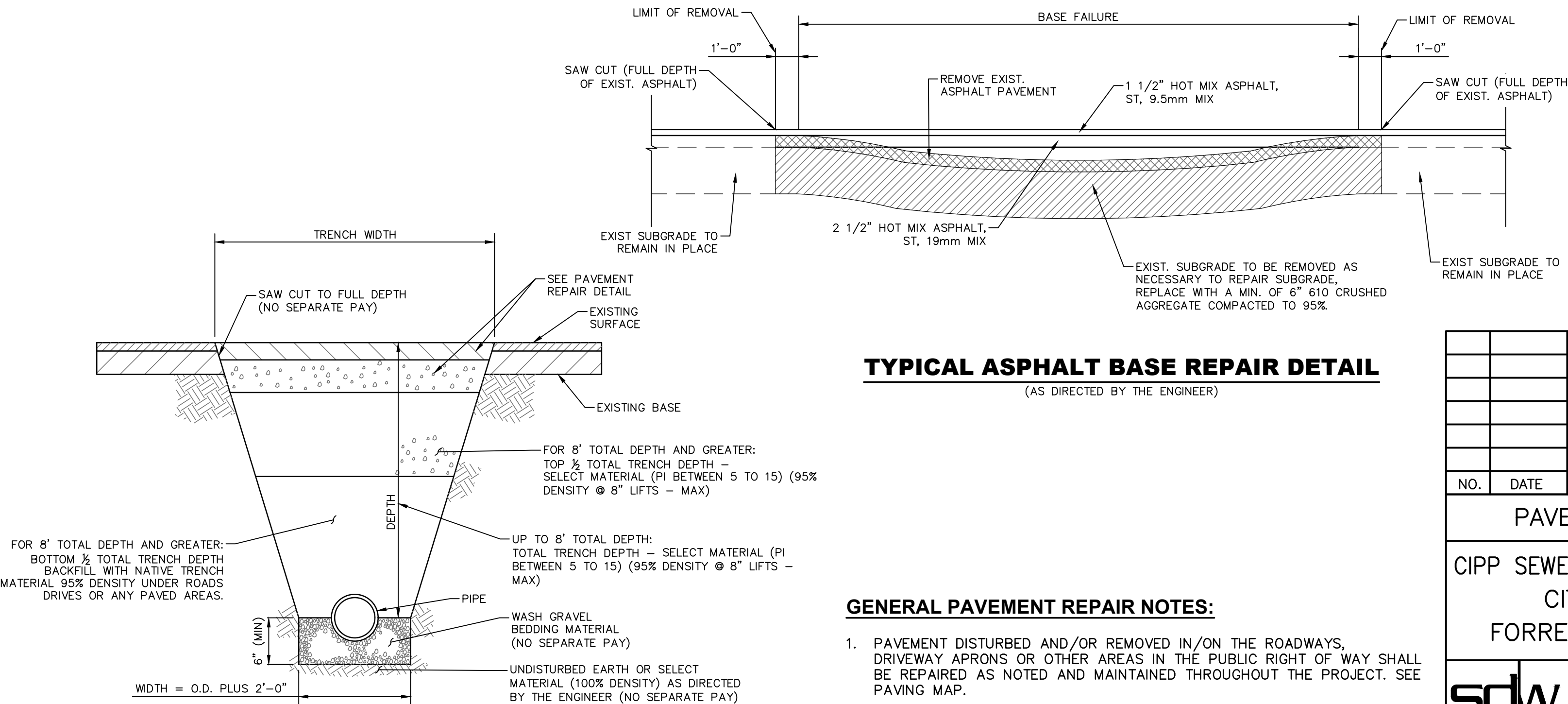
1/2 SECTION WITHOUT CURB

1/2 SECTION WITH CURB

TYPICAL FULL ROADWAY REPAIR SECTION



TYPICAL INTERSECTION CROSSWALK & STOP BAR PAVEMENT MARKING DETAIL



TYPICAL ASPHALT BASE REPAIR DETAIL

(AS DIRECTED BY THE ENGINEER)

GENERAL PAVEMENT REPAIR NOTES:

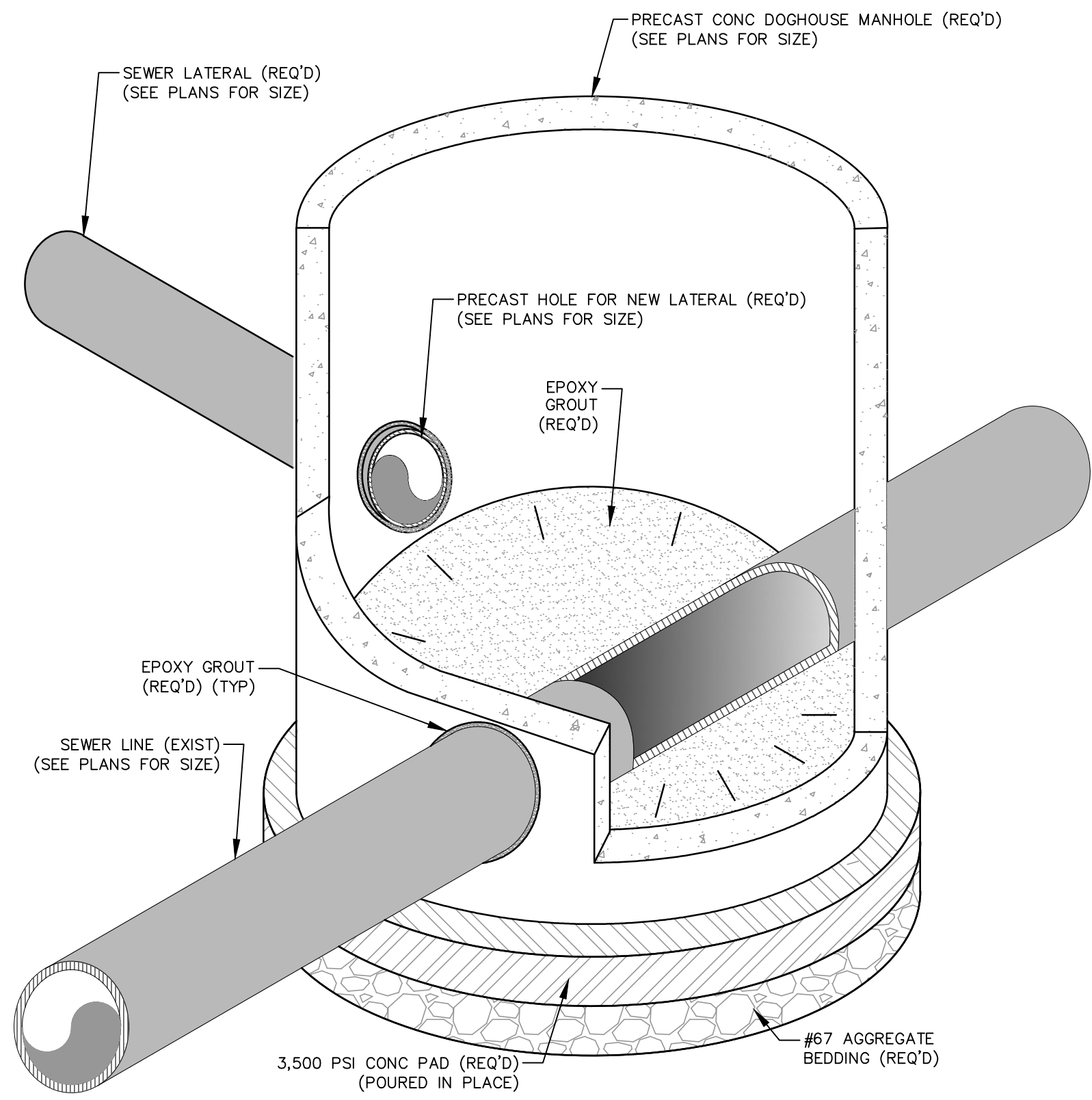
1. PAVEMENT DISTURBED AND/OR REMOVED IN/ON THE ROADWAYS, DRIVEWAY APRONS OR OTHER AREAS IN THE PUBLIC RIGHT OF WAY SHALL BE REPAIRED AS NOTED AND MAINTAINED THROUGHOUT THE PROJECT. SEE PAVING MAP.
- 1.1. ROADWAYS NOTED FOR FULL RESTORATION SHALL HAVE MARKINGS RESTORED AFTER PAVING. MARKINGS SHALL MATCH EXISTING MARKINGS OR AS DIRECTED BY THE ENGINEER (NO SEPARATE PAY).
2. PAVEMENT DISTURBED AND/OR REMOVED ON PRIVATE PROPERTY SHALL BE REPAIRED AS DETAILED OR IN KIND, OR AS DIRECTED BY THE ENGINEER.

NO.	DATE	DESCRIPTION	BY
PAVEMENT REPAIR DETAILS			
CIPP SEWER IN VARIOUS LOCATIONS PH II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdwEngineering Progress301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
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Date: 10-31-2022	Working No. PRD1		
Drawing No.: 12242	Sheet No. 6		

TYPICAL TRENCH IN ROADWAY DETAIL

NOTE: TRENCH WIDTHS SHALL BE MINIMIZED BY THE CONTRACTOR TO ONLY THE WIDTH NECESSARY FOR CONSTRUCTION AS DETERMINED BY THE ENGINEER.

BEDDING NOTE:
DEPTH SHALL BE AS REQUIRED TO REACH SOLID BASE OF UNDISTURBED EARTH

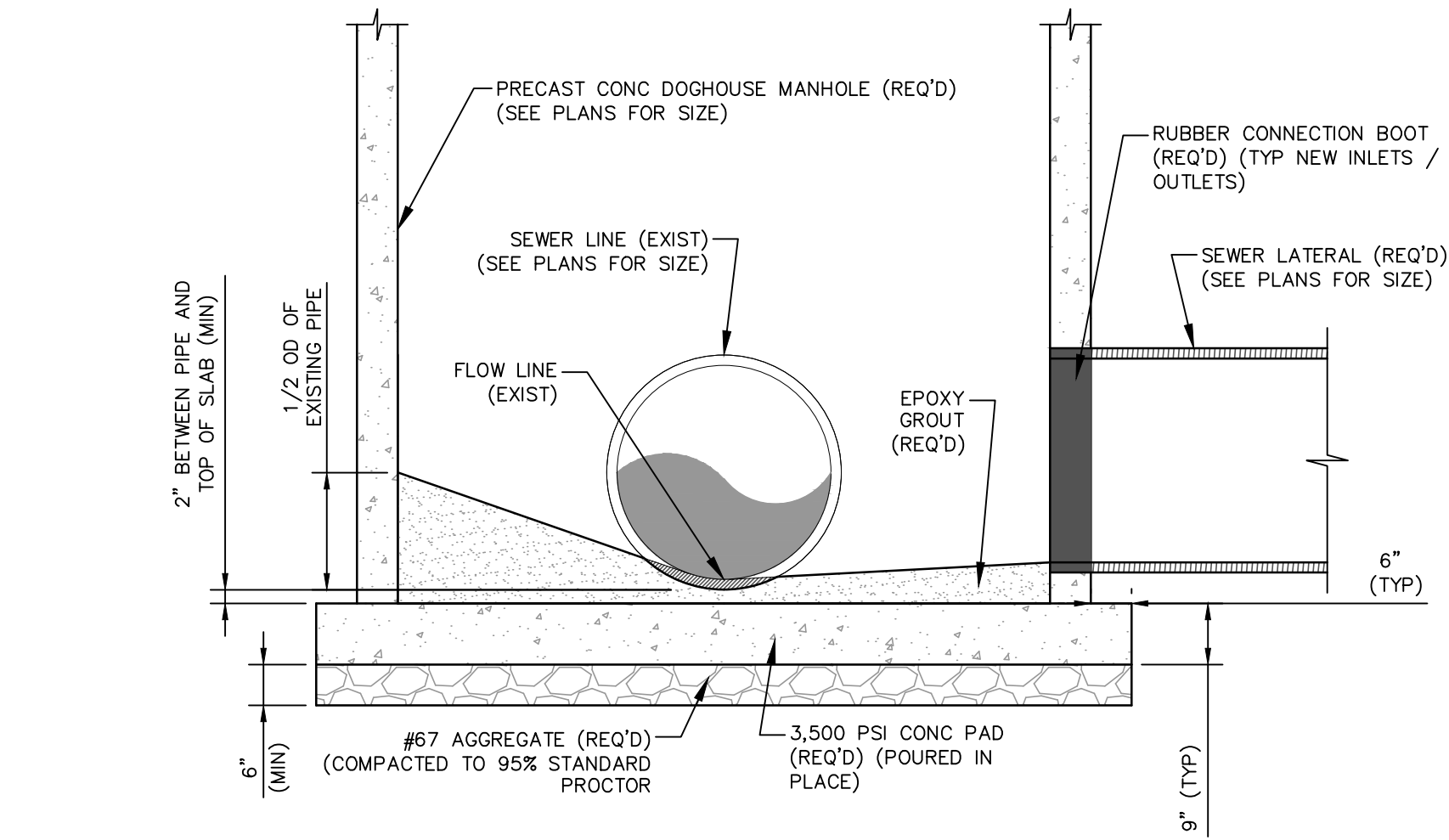


ISOMETRIC VIEW

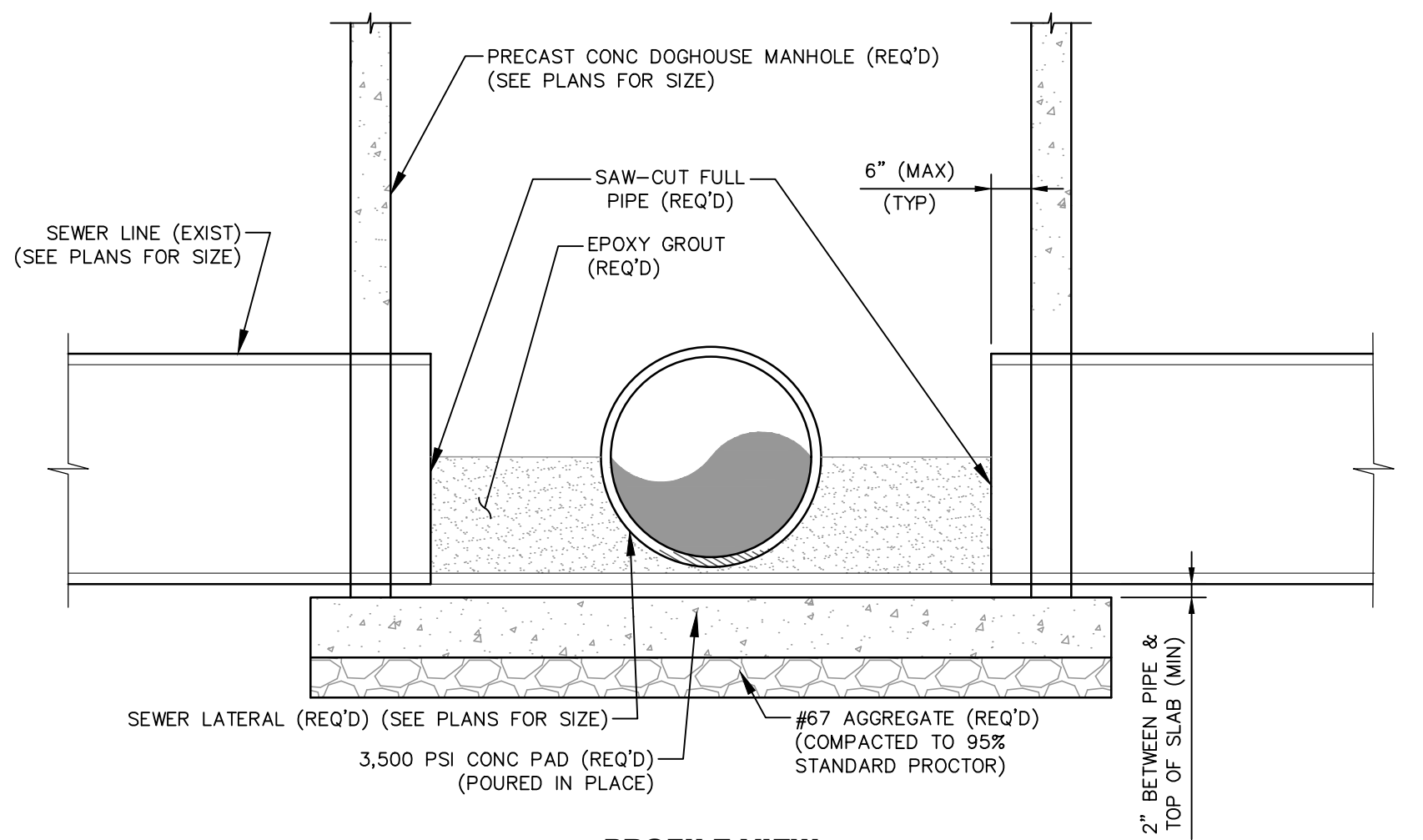
DOGHOUSE MANHOLE NOTES:

1. FLOW SHALL BE MAINTAINED DURING CONSTRUCTION.
2. THIS DETAIL SHALL BE USED WHEN A LATERAL NECESSITATES CONSTRUCTION OF A NEW MANHOLE.
3. CONCRETE MANHOLE PAD SHALL BE POURED IN PLACE AND SHALL BE POURED UPON A #67 AGGREGATE BEDDING.
4. AGGREGATE BEDDING SHALL HAVE A MINIMUM DEPTH OF 6" AND SHALL BE COMPACTED TO 95% STANDARD PROCTOR PRIOR TO CONSTRUCTION OF CONCRETE PAD.
5. ALL PARTS OF THE DOGHOUSE MANHOLE CONSTRUCTION, CONCRETE PAD, AGGREGATE BASE, GROUT, ETC, SHALL BE PAID UNDER DOGHOUSE' MANHOLE ITEM.

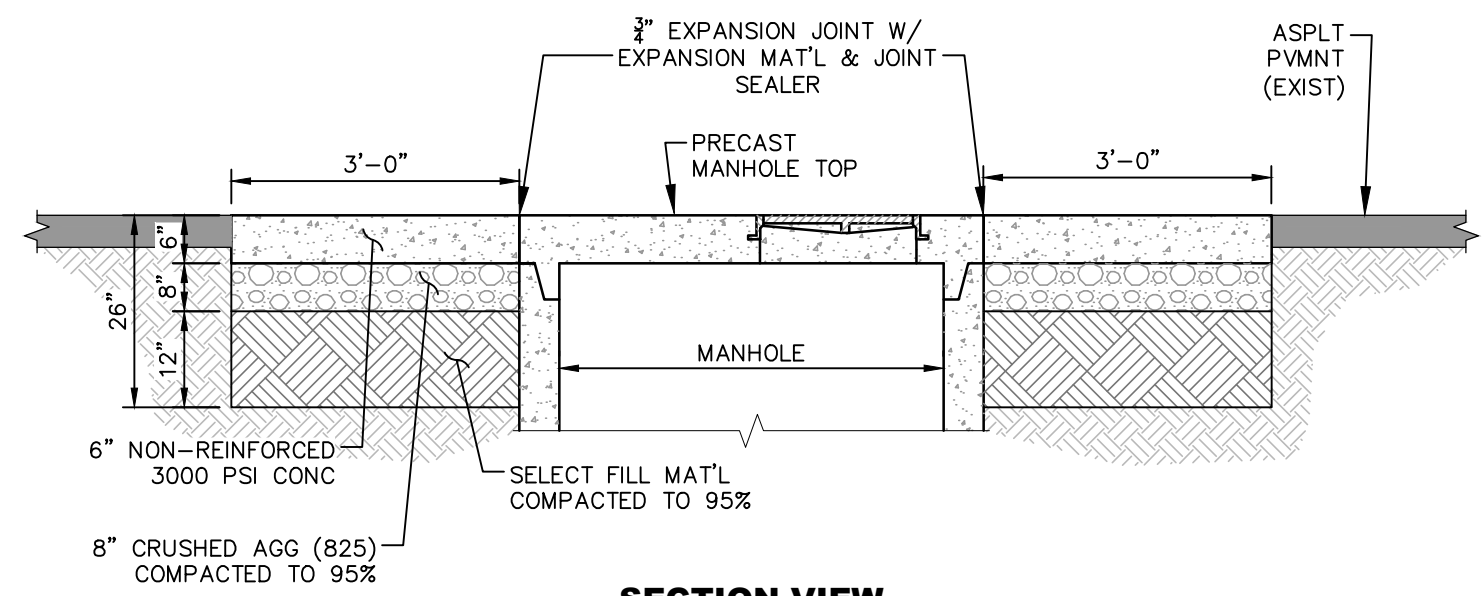
DOGHOUSE MANHOLE DETAIL



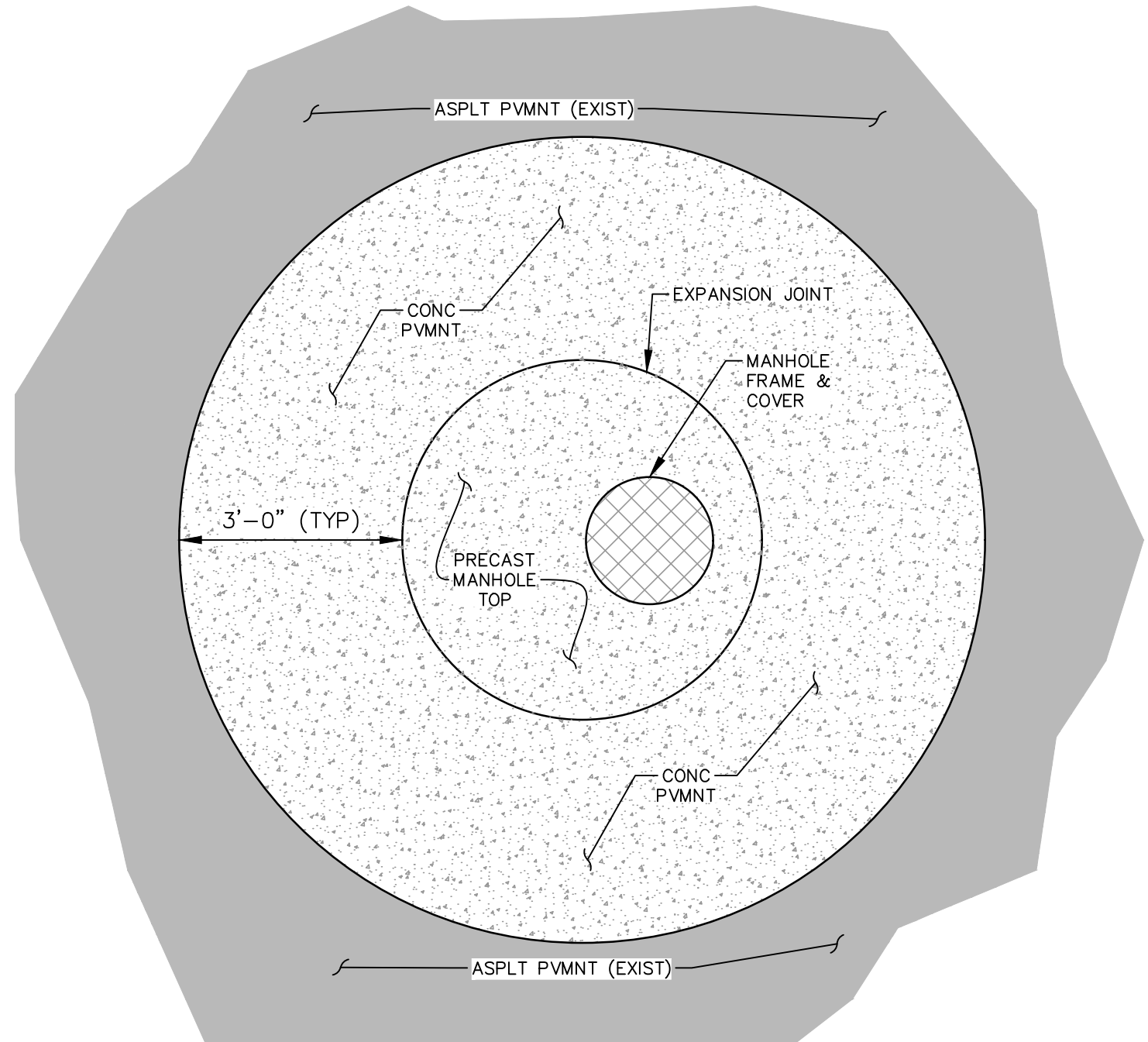
SECTION VIEW



PROFILE VIEW

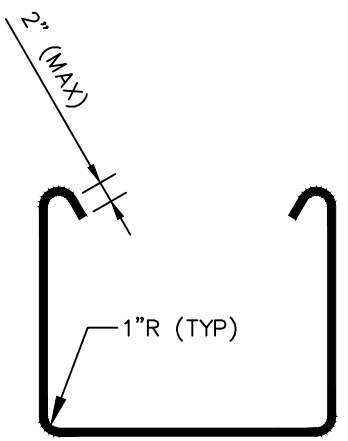


SECTION VIEW

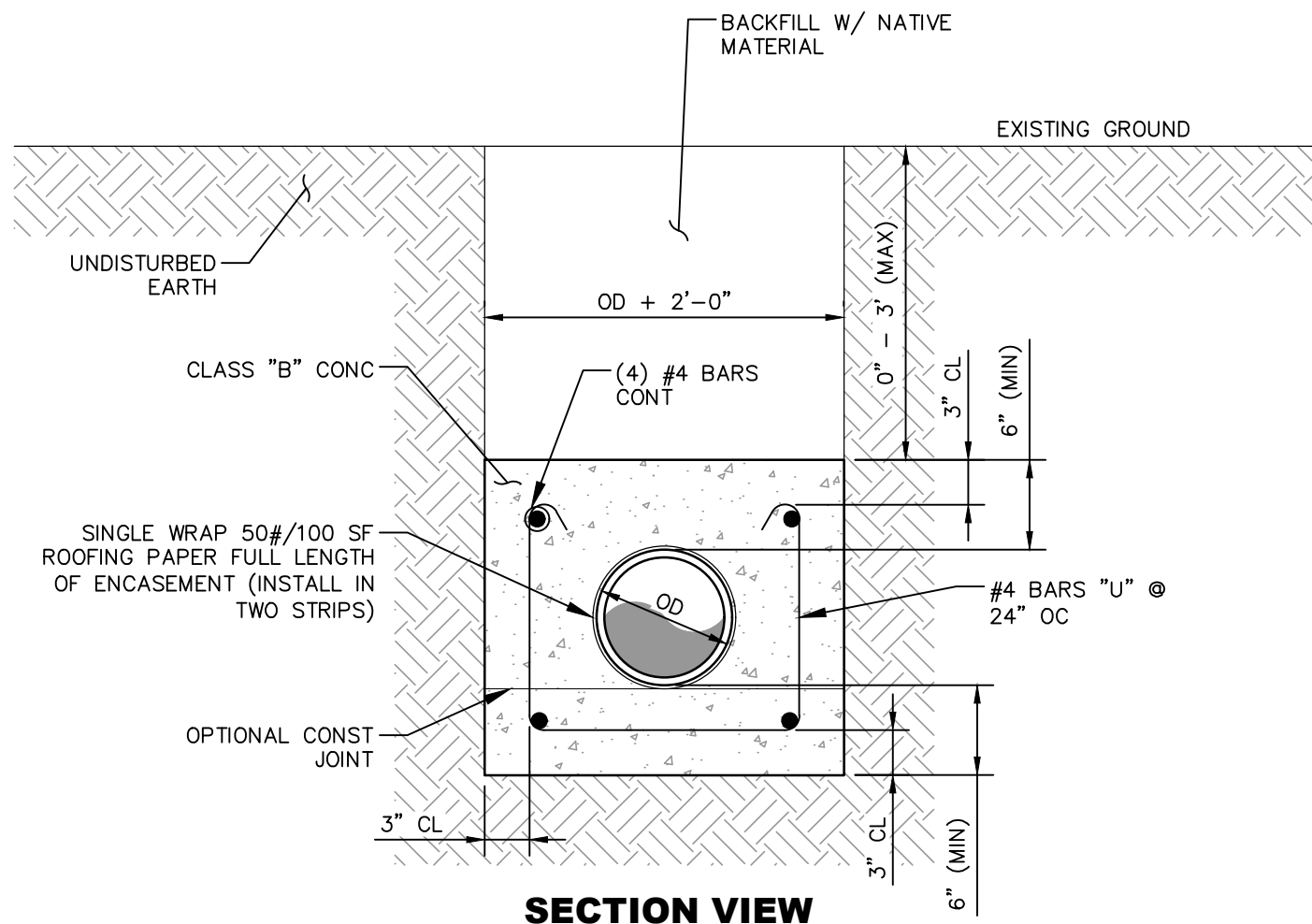


PLAN VIEW

TYPICAL ADDITIONAL PAVING DETAIL @ FLAT TOP MANHOLE

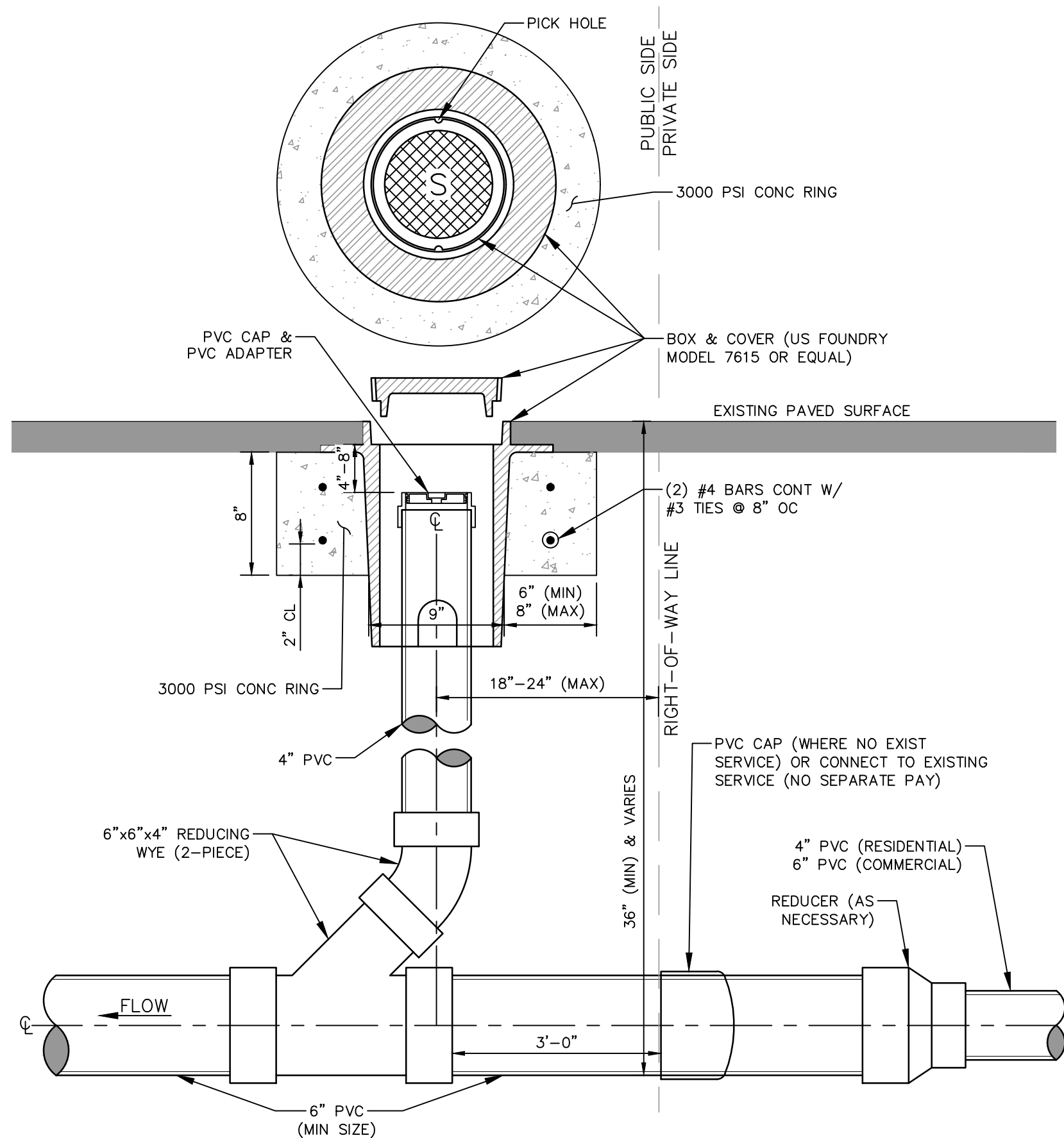


BAR "U" DETAIL



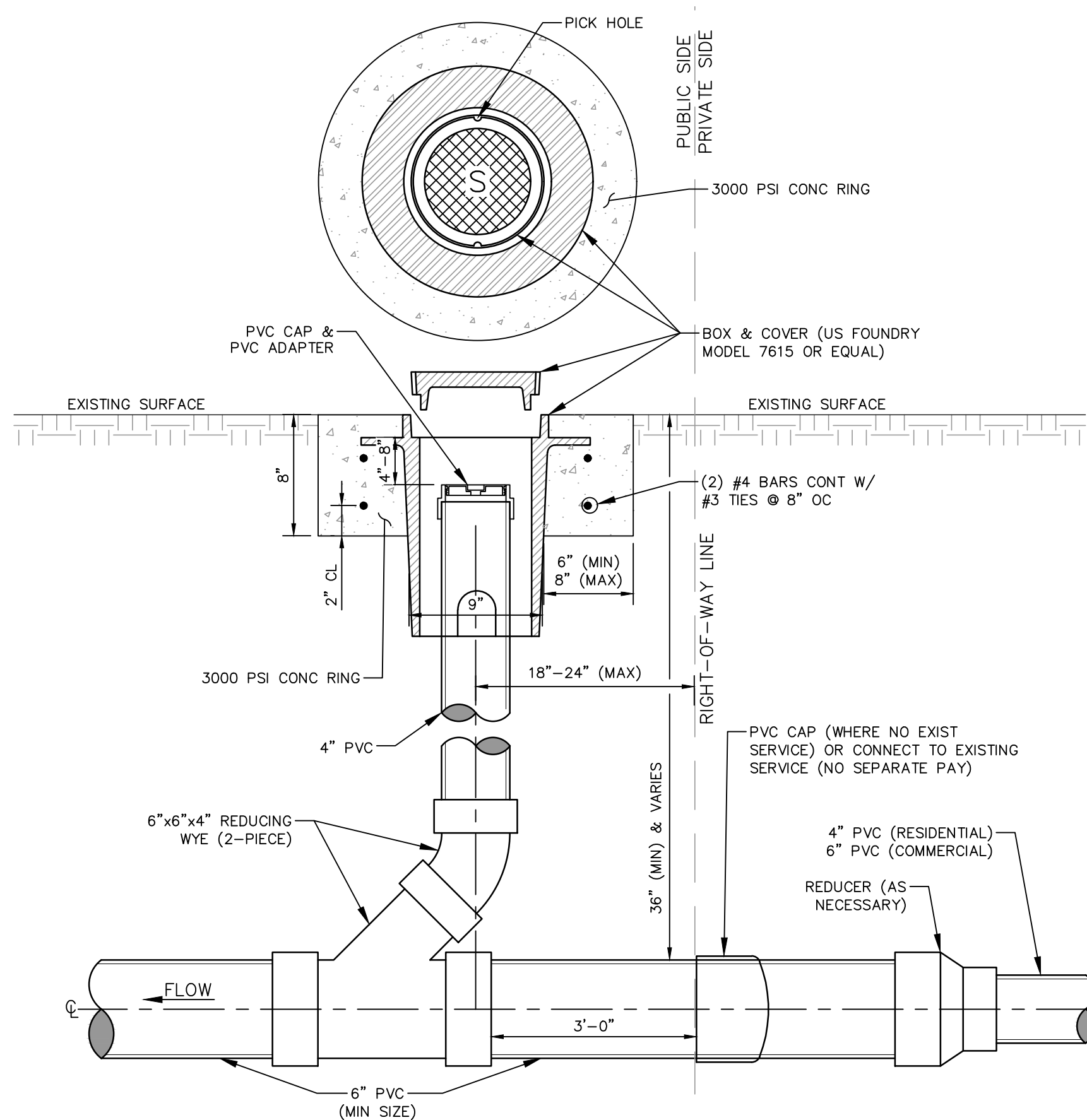
SECTION VIEW

CONCRETE ENCASEMENT FOR LOW COVER DETAIL



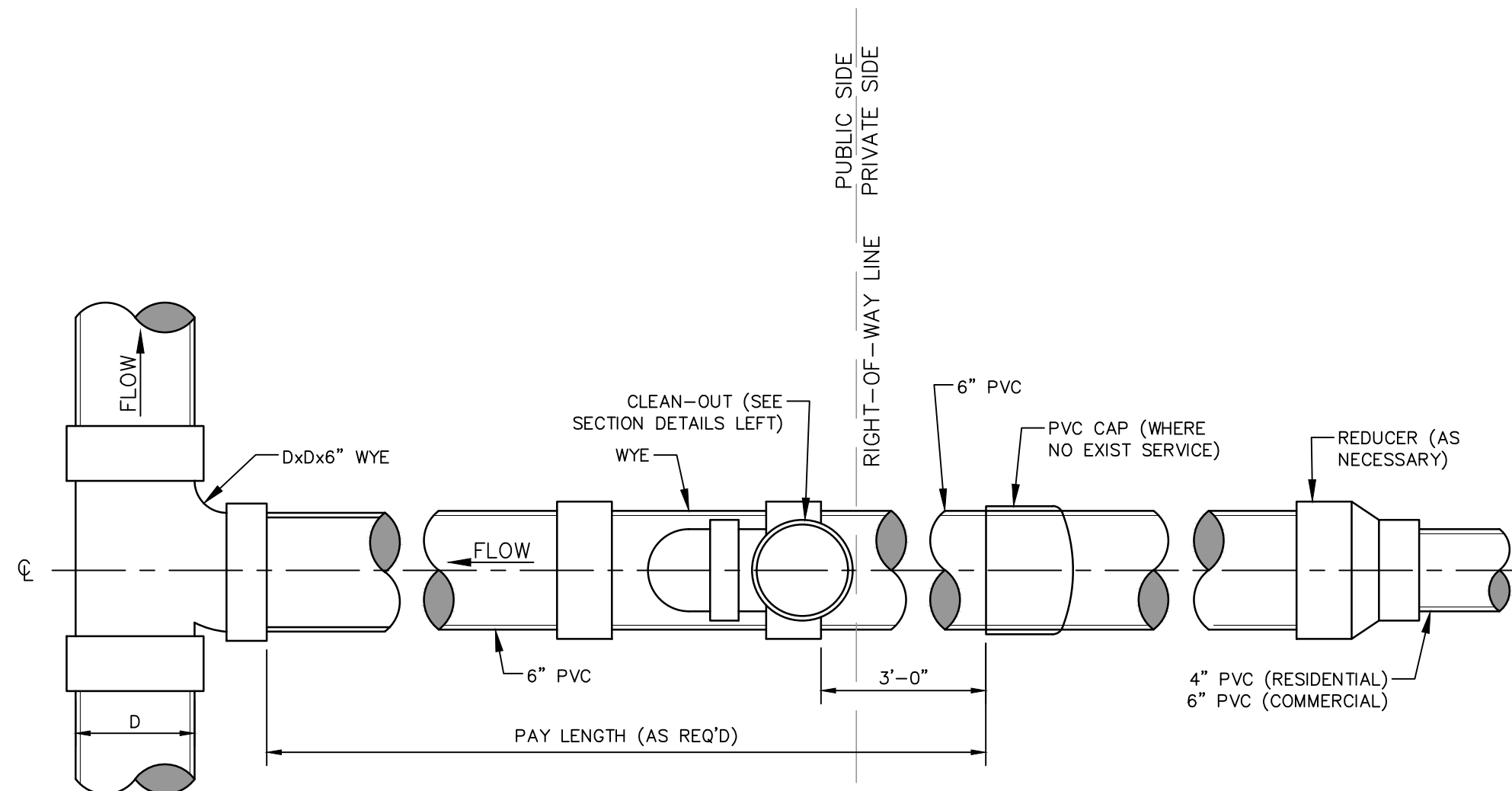
SANITARY SEWER CLEANOUT DETAIL - SECTION VIEW

FOR PAVED AREA



SANITARY SEWER CLEANOUT DETAIL - SECTION VIEW

FOR NON-PAVED AREA



SERVICE CONNECTION - PLAN VIEW

CLEANOUT NOTE:

CLEANOUTS SHALL BE PLACED AT ALL BENDS IN SERVICE LINES OVER 22.5' AND ALL CHANGES IN GRADE. CLEANOUTS SHALL BE PLACED AT ROW LINES AS DETAILED.

NO.	DATE	DESCRIPTION	BY
SEWER INSTALLATION DETAILS			
CIPP SEWER IN VARIOUS LOCATIONS PH II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: LAT	Checked by: SEM	Scale: NONE	
Date: 10-31-2022	Working No. - SSD2		
Drawing No.: 12242	Sheet No. 8		

PROJECT: Hattiesburg, City of 12242 - CIPP Sewer in Various Locations Phase II.dwg, Design: 12242-CAD File: 12242_Veg Schedule.dwg, VS1, 11/20/2024 4:52:17 PM

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

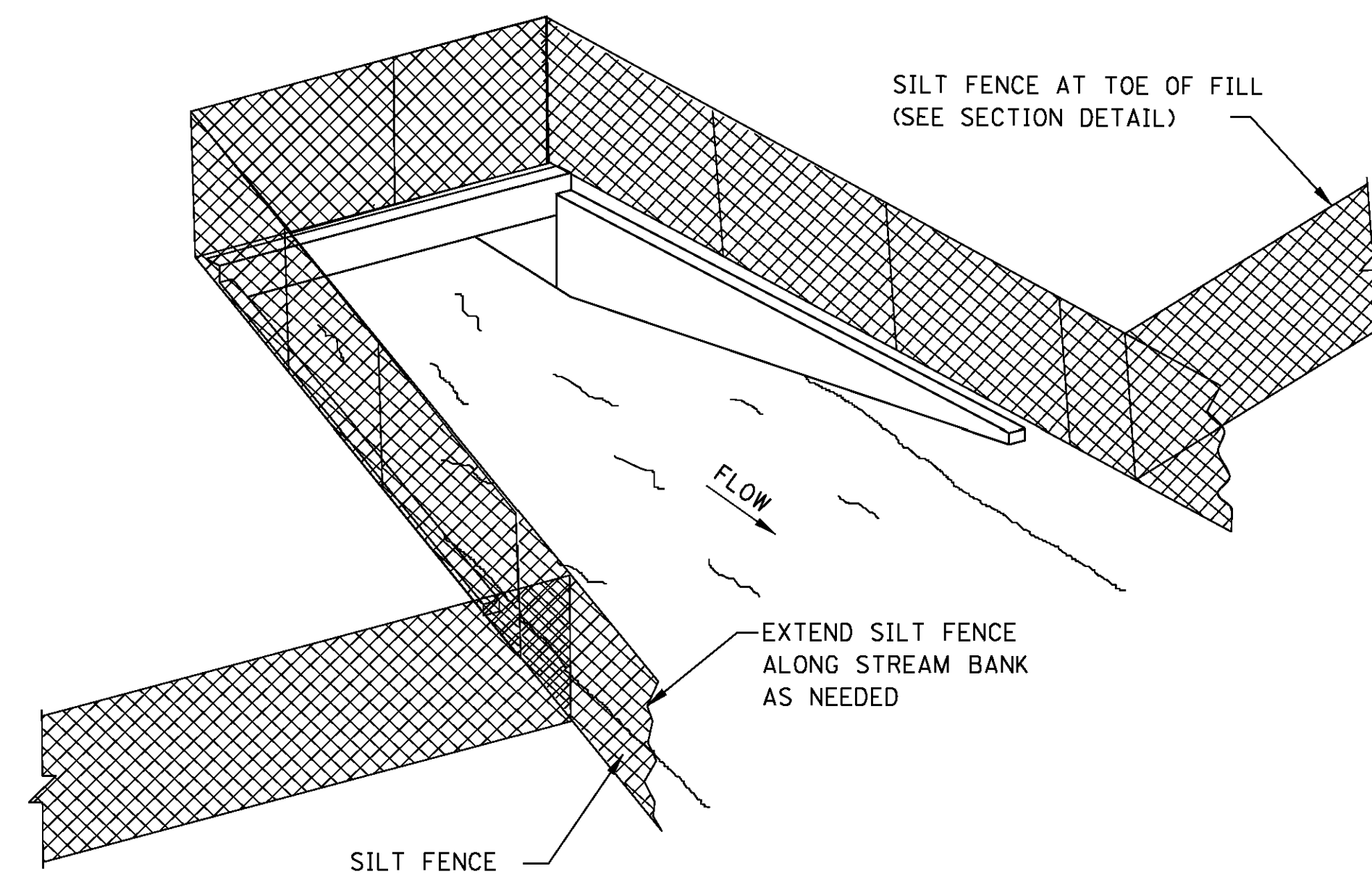
- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE 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	---

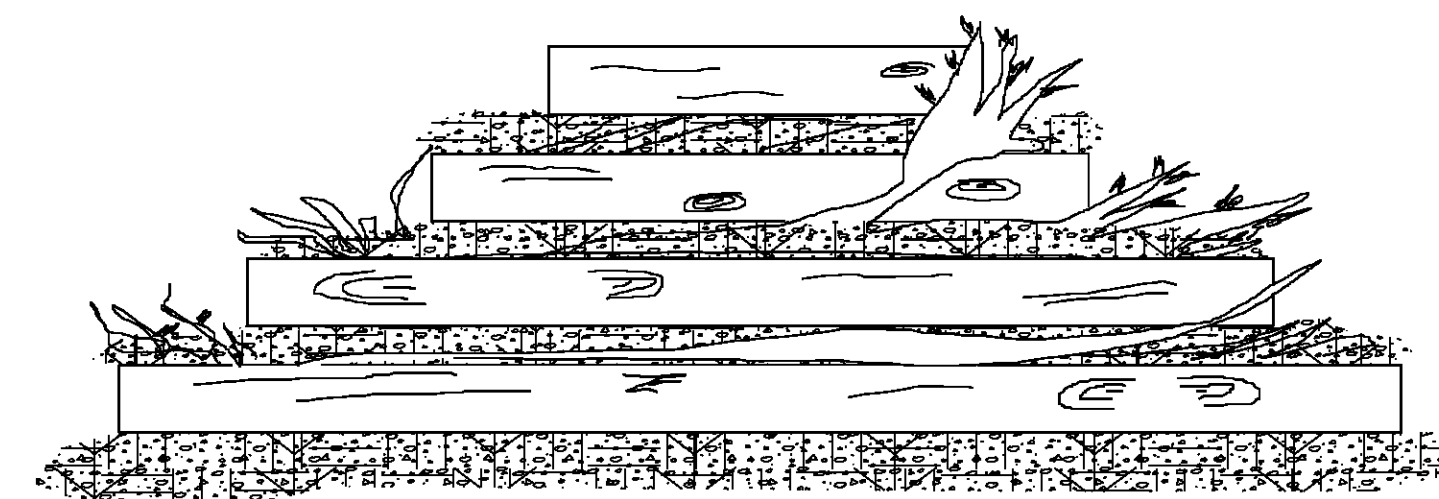
NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
CIPP SEWER IN VARIOUS LOCATIONS PH II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: LAT		Checked by: SEM	Scale: NONE
Date: 10–31–2022		Working No. VS1	
Drawing No.: 12242		Sheet No. 9	

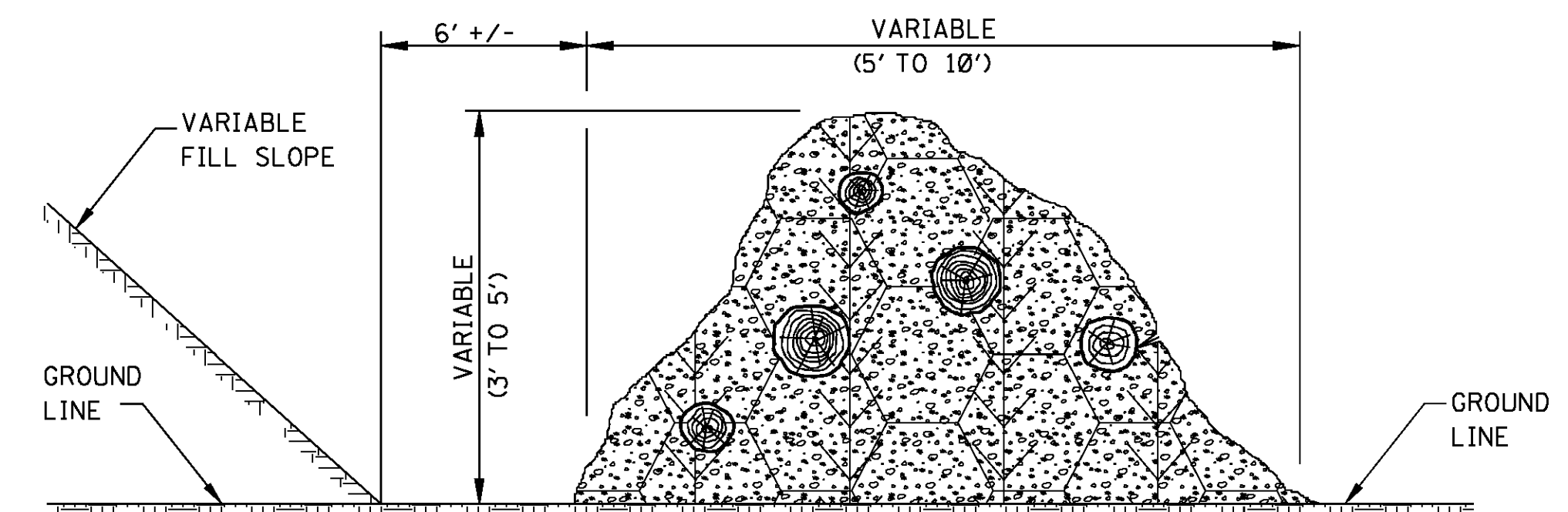
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



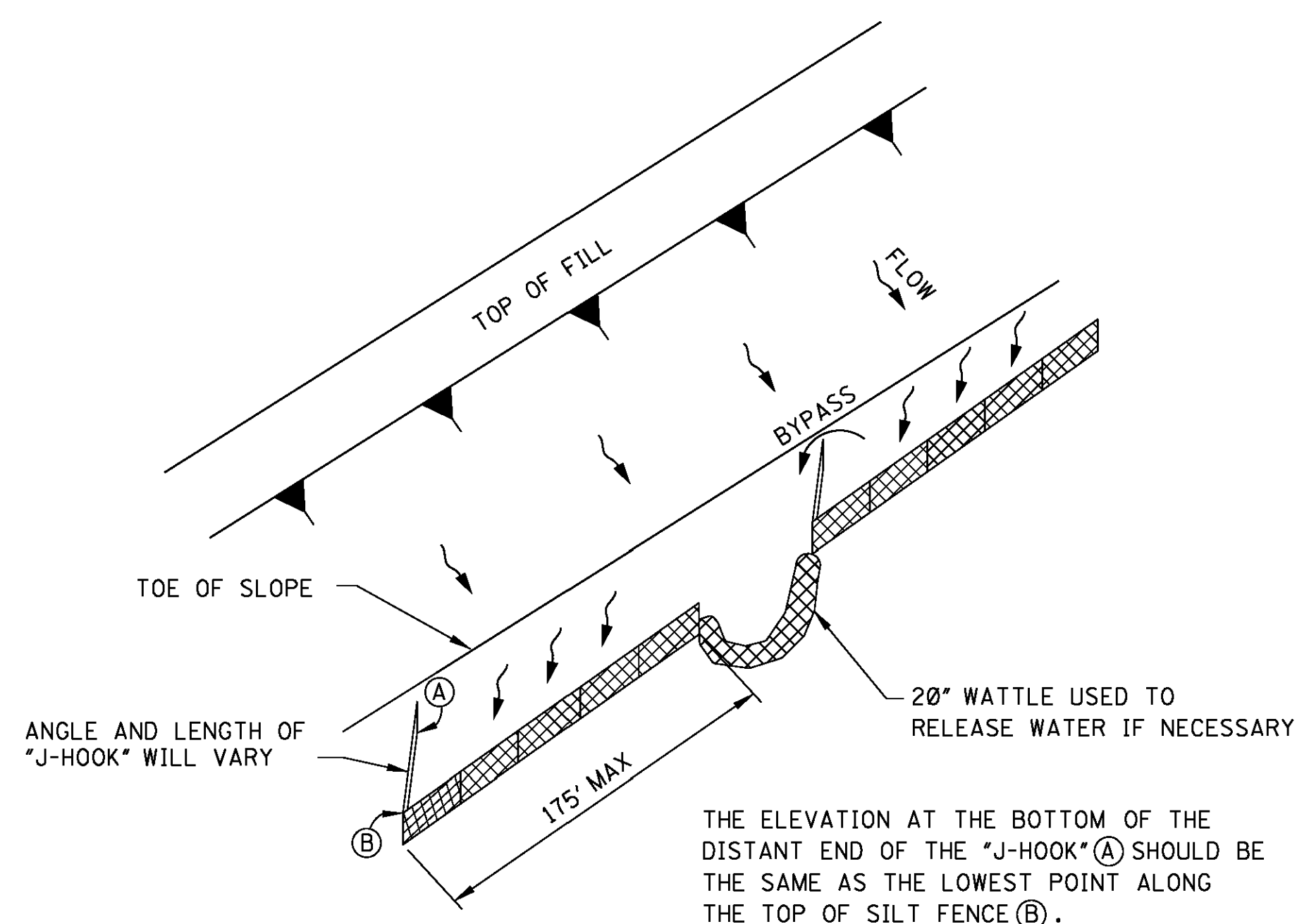
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

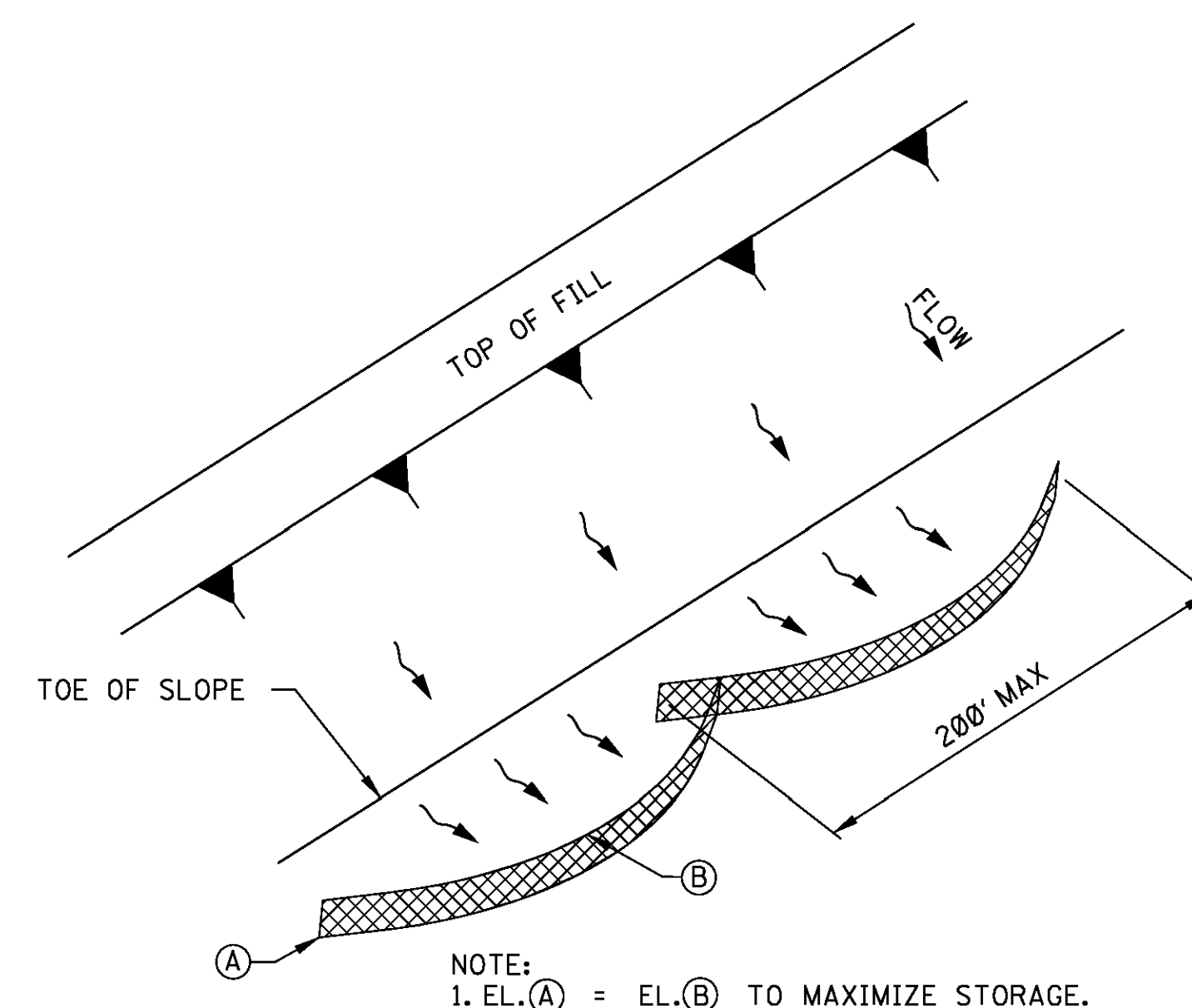
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

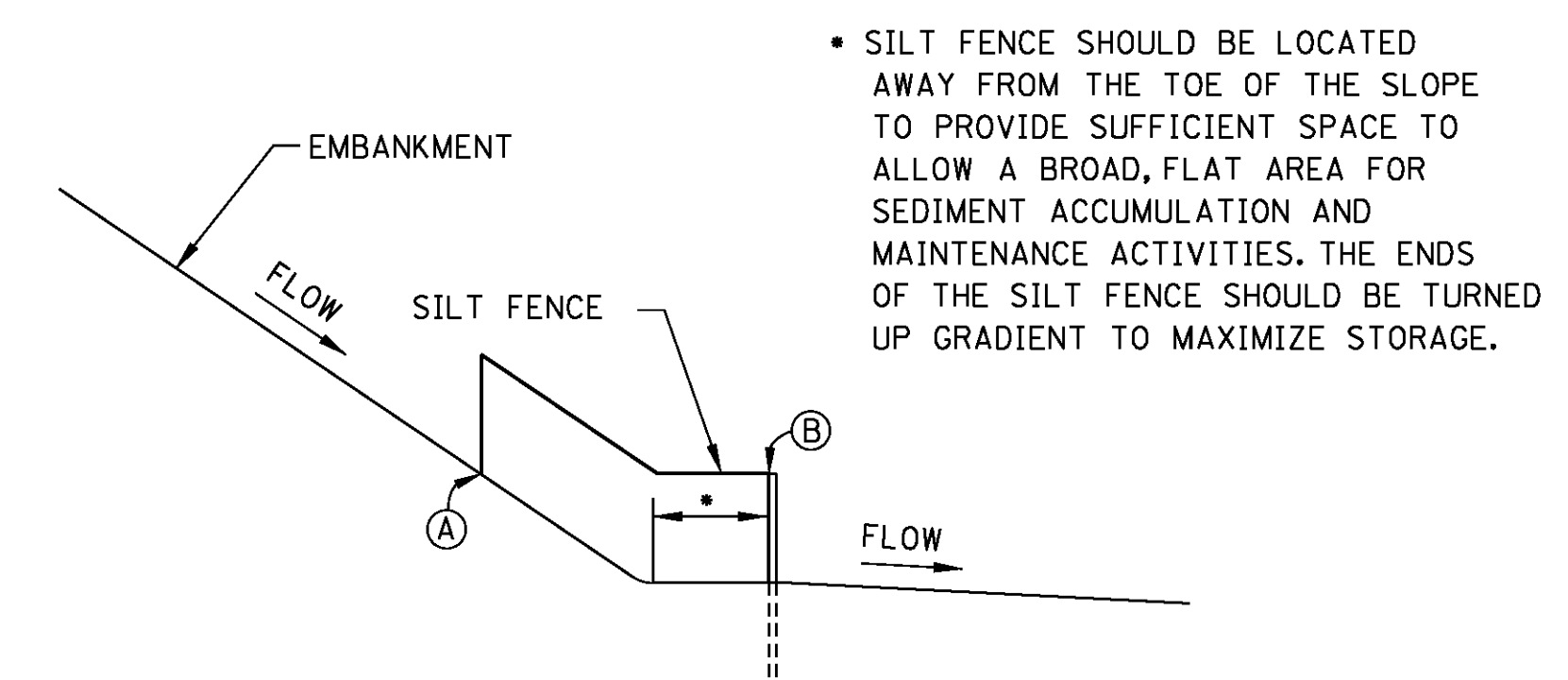
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



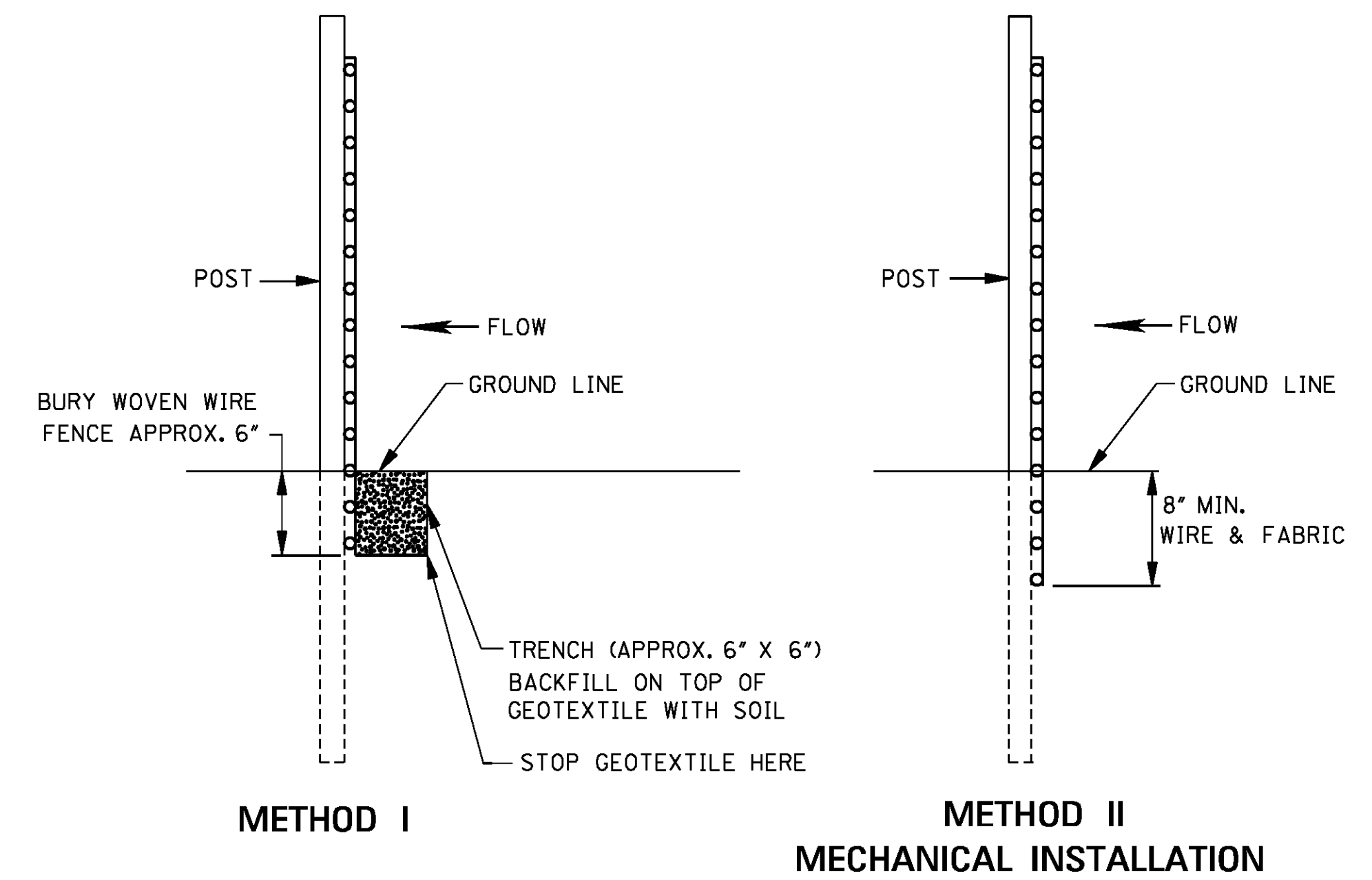
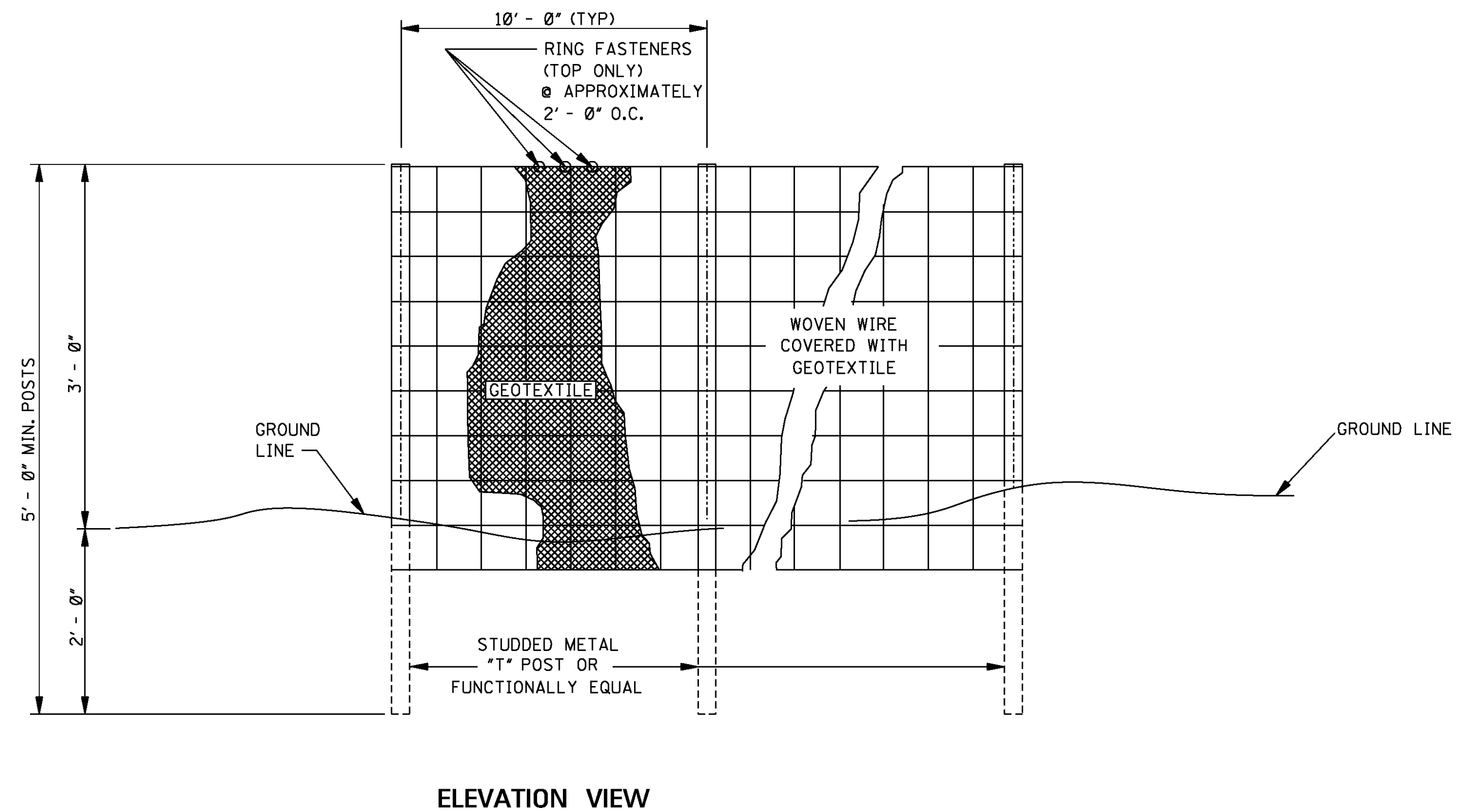
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



**SILT FENCE SECTION AT
TOE OF FILL**

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
			REVISION	
			DATE	<i>DETAILS OF SEDIMENT BARRIER APPLICATIONS</i>  WORKING NUMBER ECD-2 SHEET NUMBER 6102
				ISSUE DATE: AUGUST 01, 2017

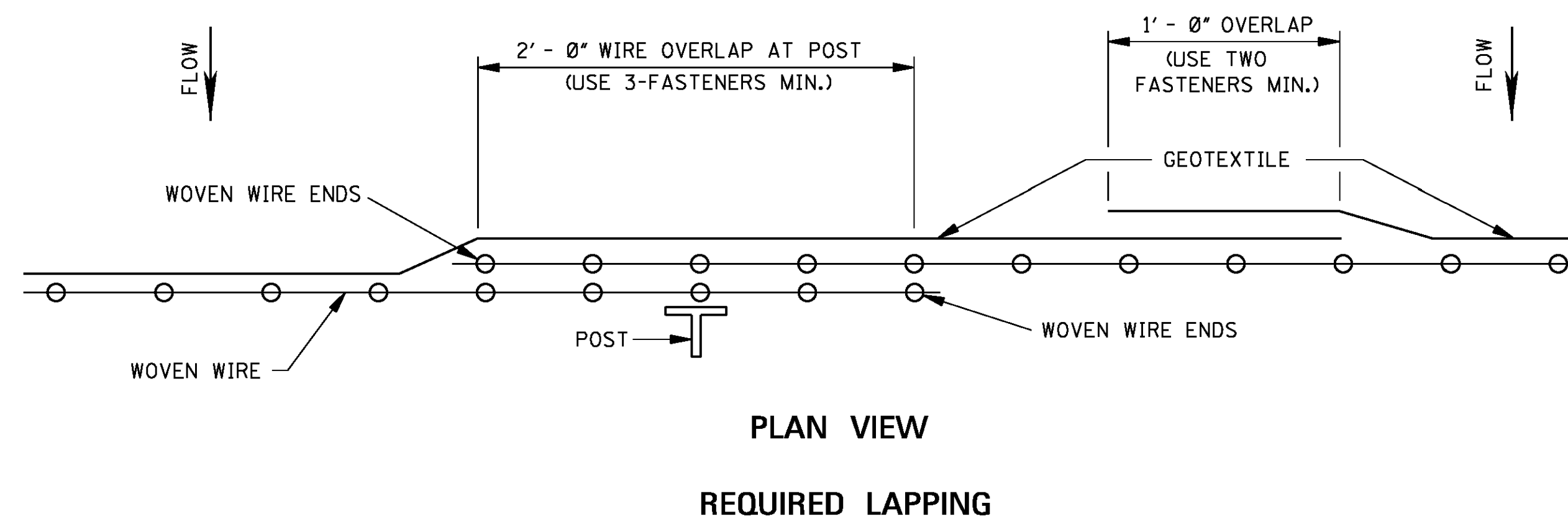
STATE	PROJECT NO.
MISS.	



SIDE VIEW

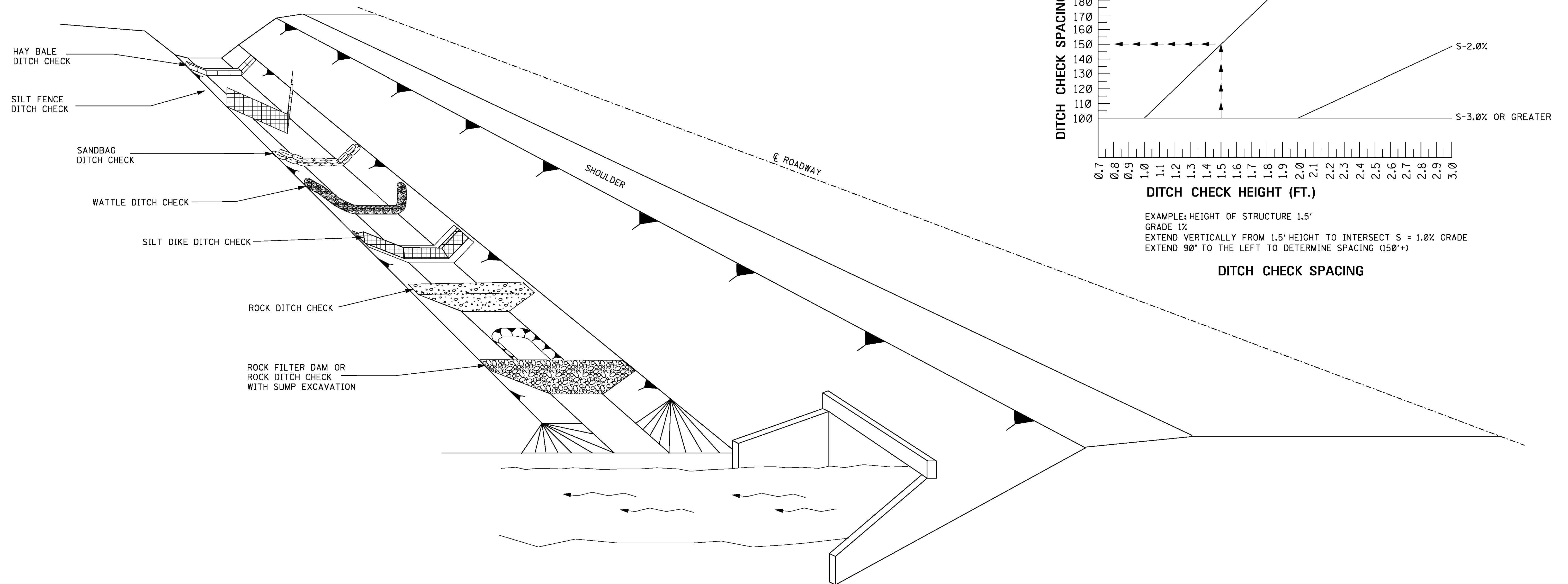
GENERAL NOTES:

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 AND 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.



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STATE	PROJECT NO.
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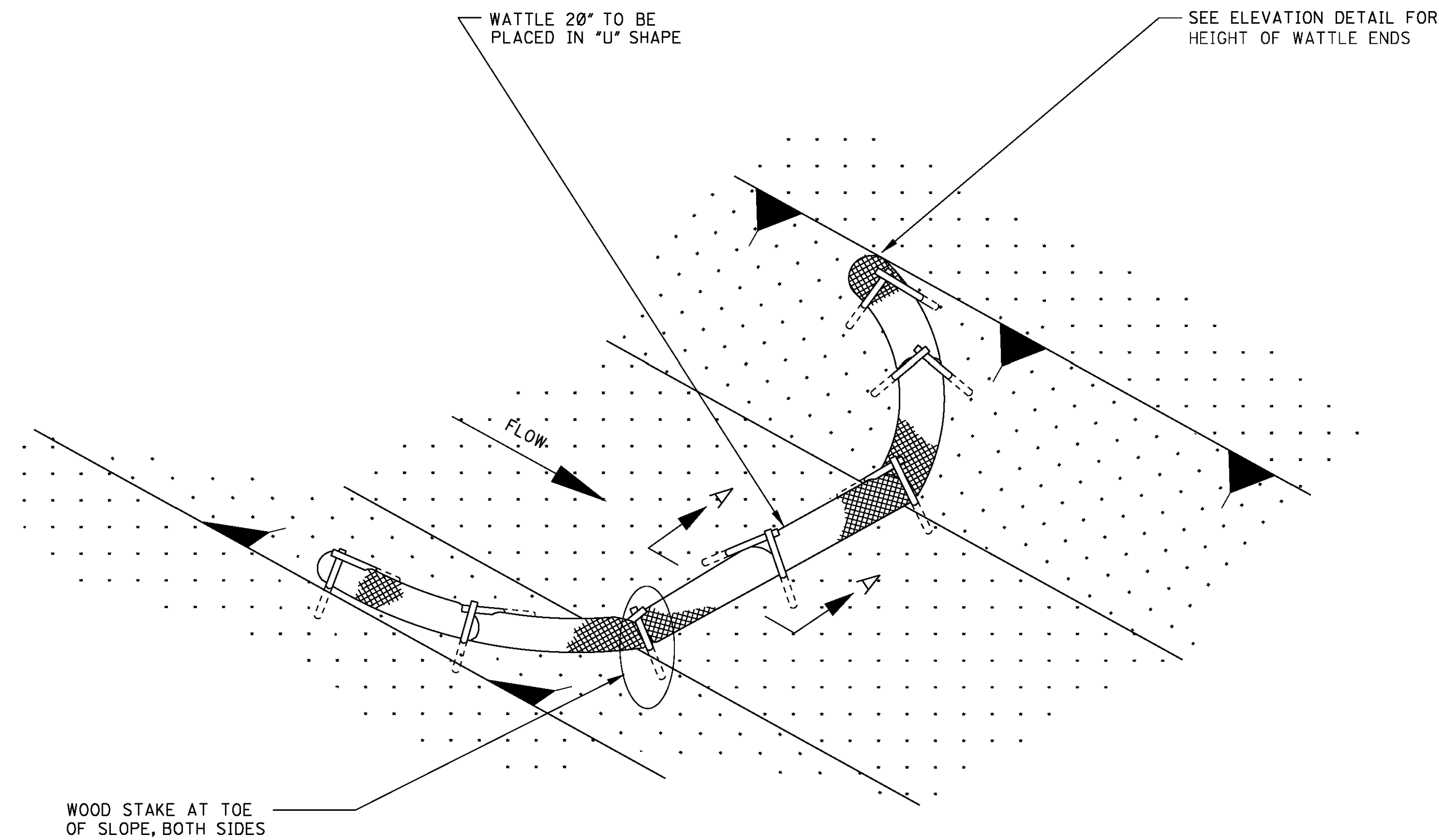


GENERAL NOTES:

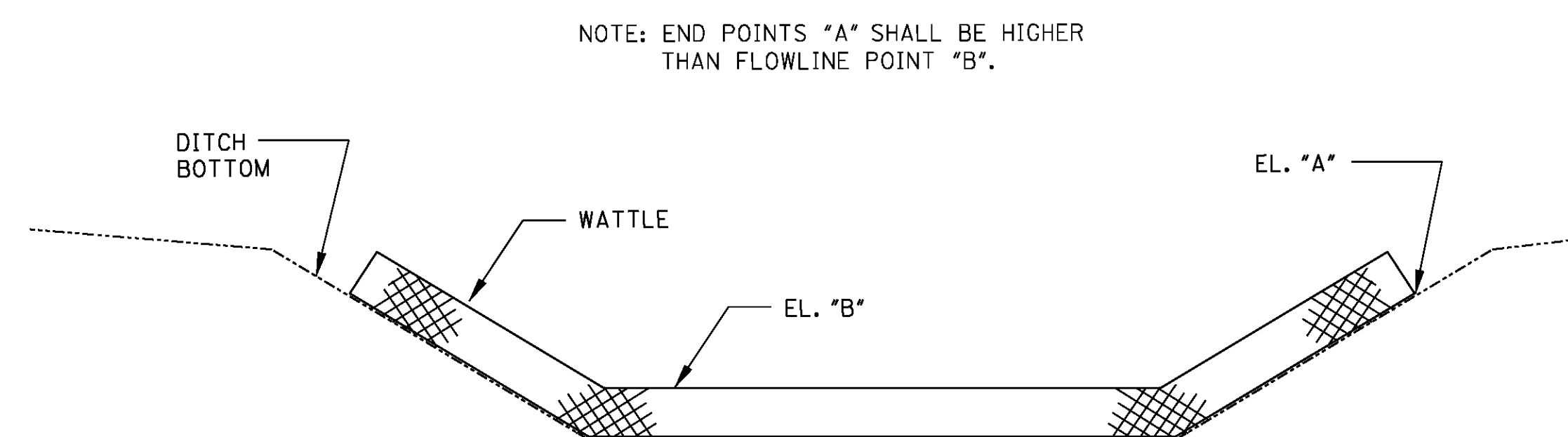
- | | | | |
|----|--|-----|---|
| 1 | THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS. | 7. | WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS. |
| 2. | SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY. | 8. | SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES. |
| 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 ½ 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. | 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. |
| 4. | HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES. | 10. | DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS. |
| 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. | 11. | CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES. |
| 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. | | |

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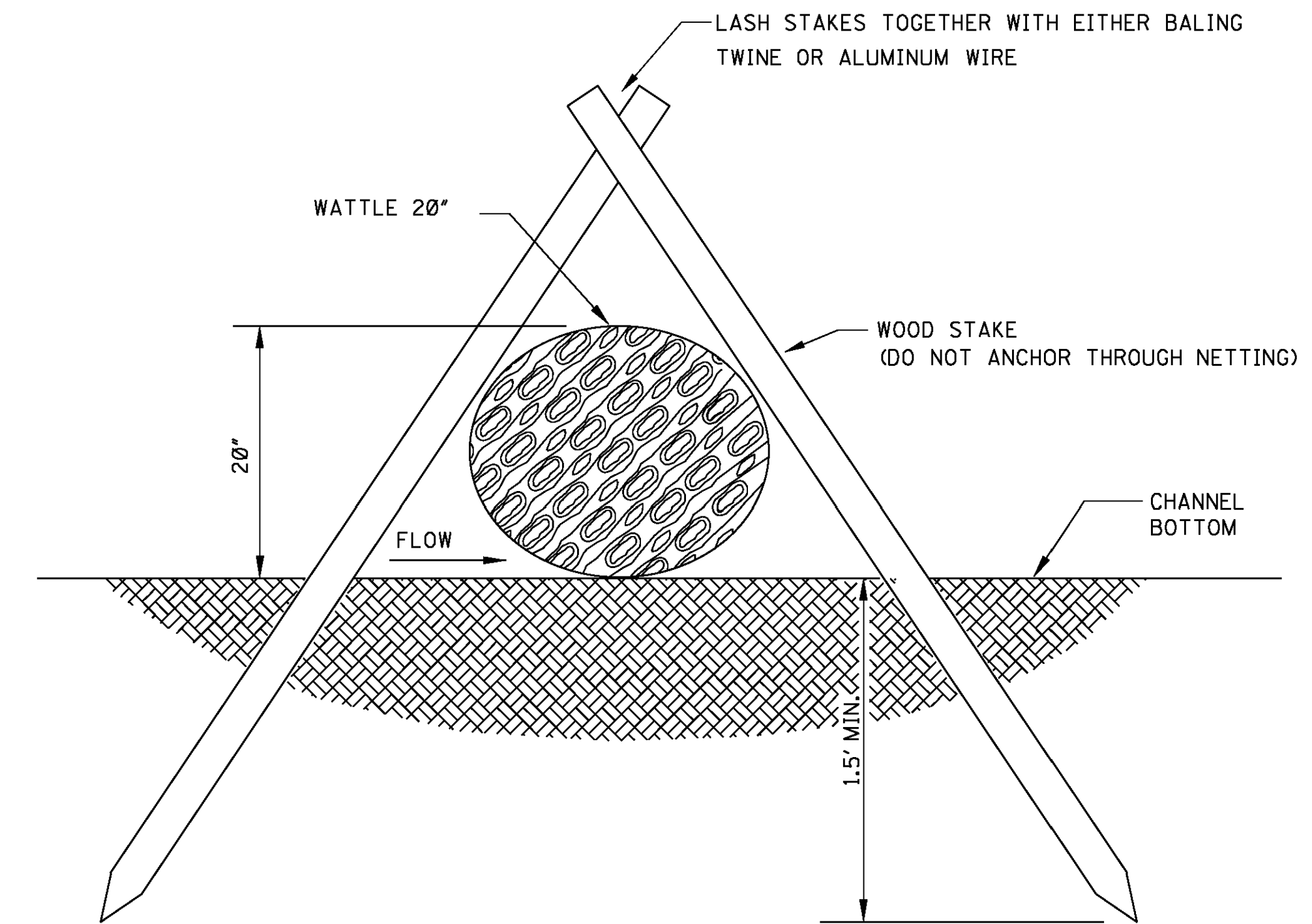
STATE	PROJECT NO.
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DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

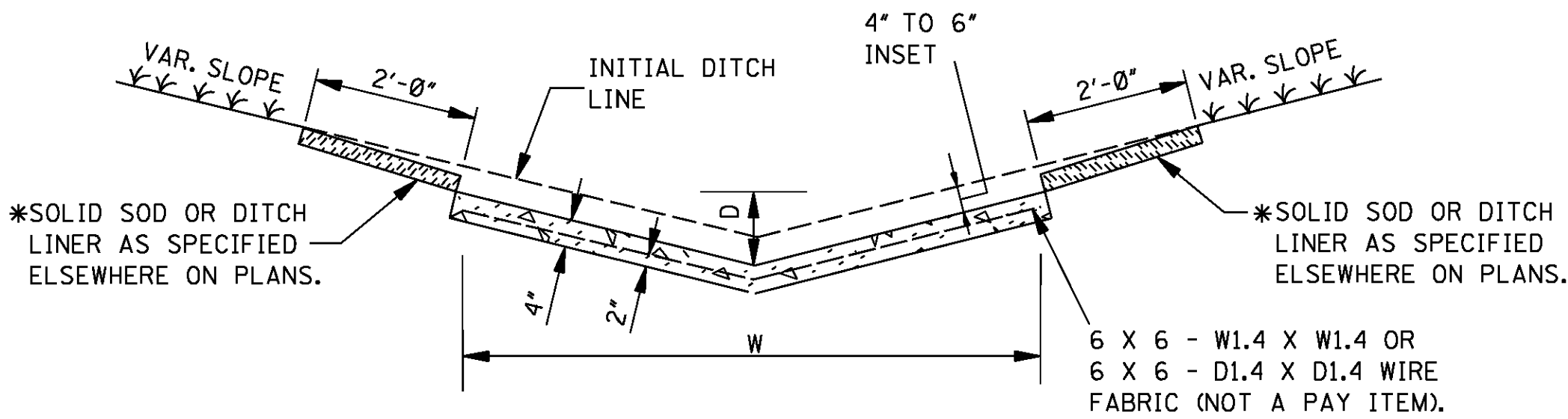
NOTES:

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.

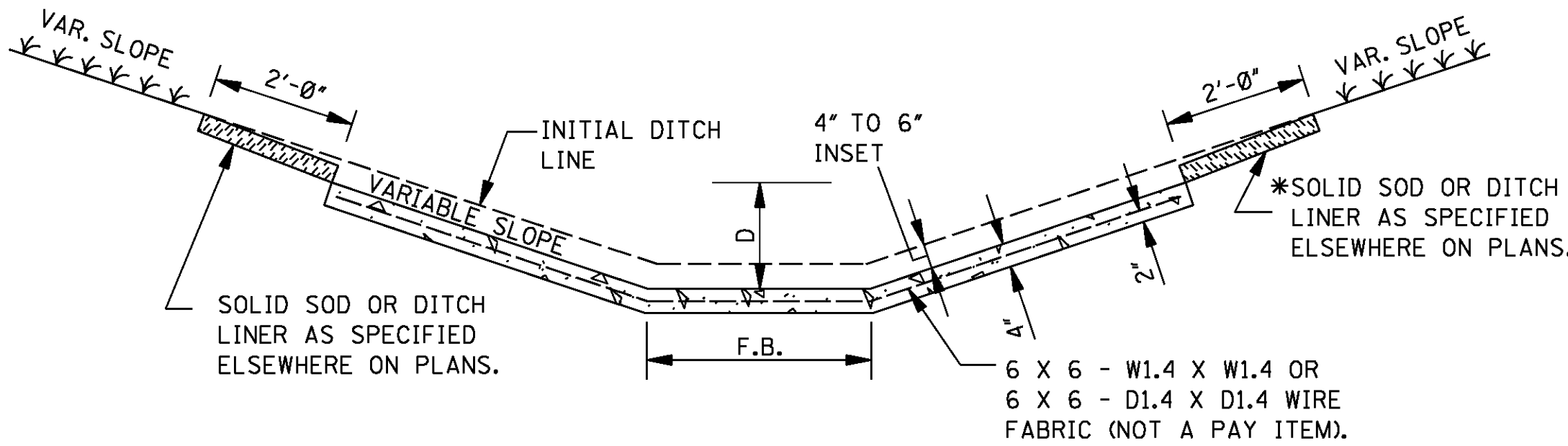
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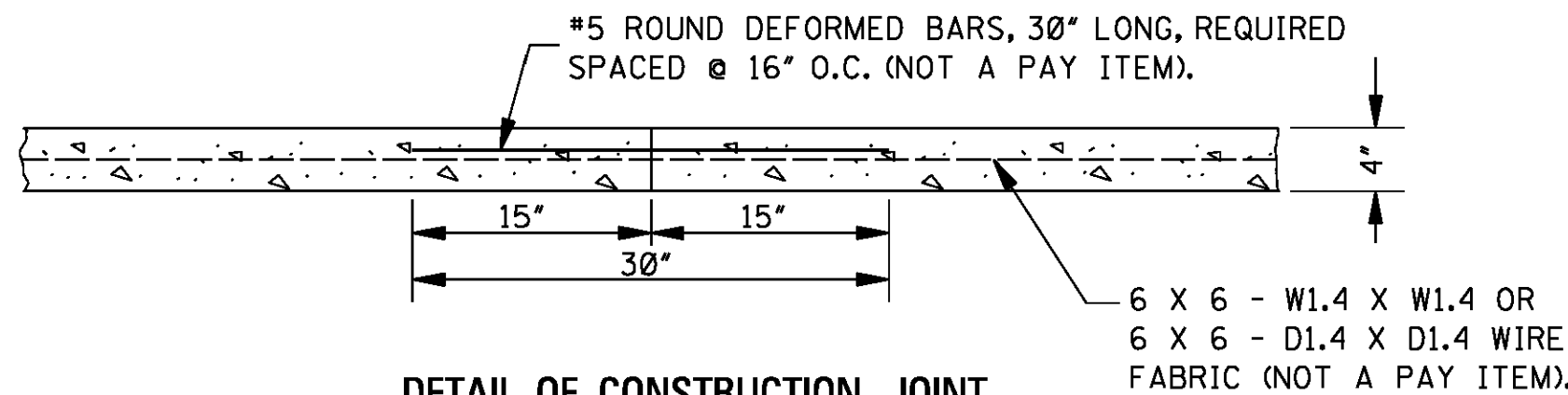
G:\PROJECTS\Harrisburg_City of 1242 - CIPP Shovel in Various Locations Phase II.dwg (1242) - CADD Files (1221) - Standard - Dwg (612) 11/06/2017 4:32:52 PM



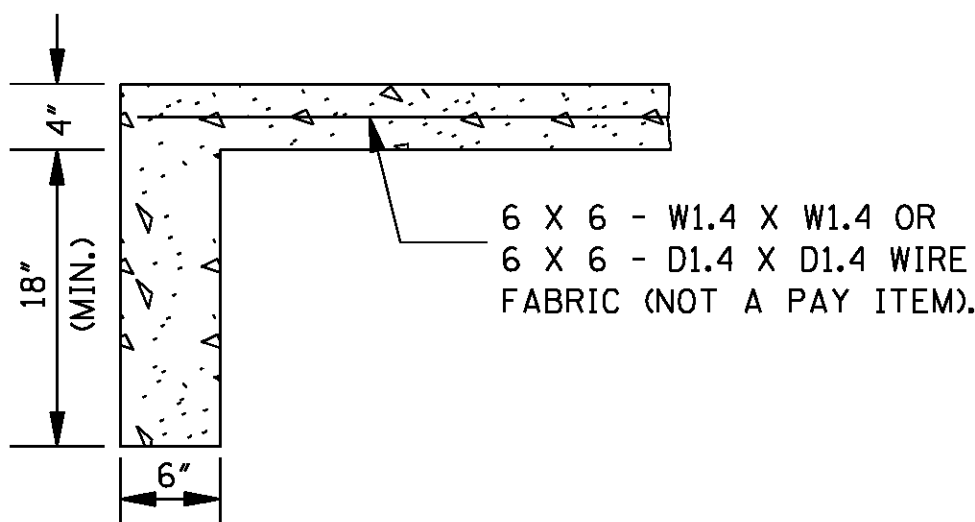
V TYPE SECTION



FLAT BOTTOM SECTION



DETAIL OF CONSTRUCTION JOINT



DETAIL OF TOE WALL

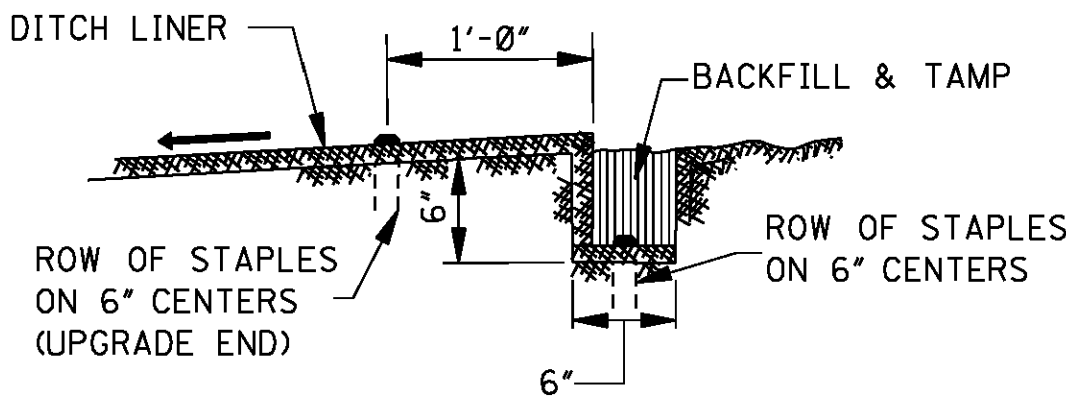
NOTE: TOE WALL REQUIRED UPSTREAM AND DOWNSTREAM.

CONCRETE PAVED DITCH

NOTES:

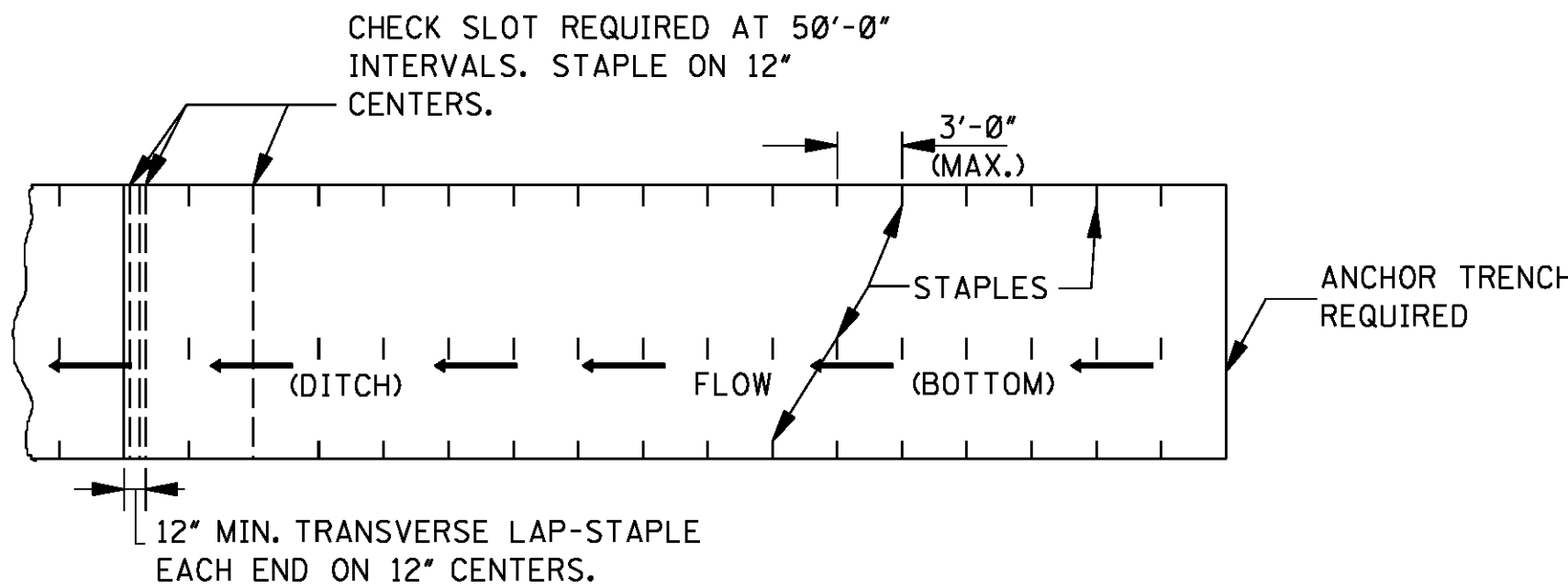
- CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
- DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
- CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE 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.

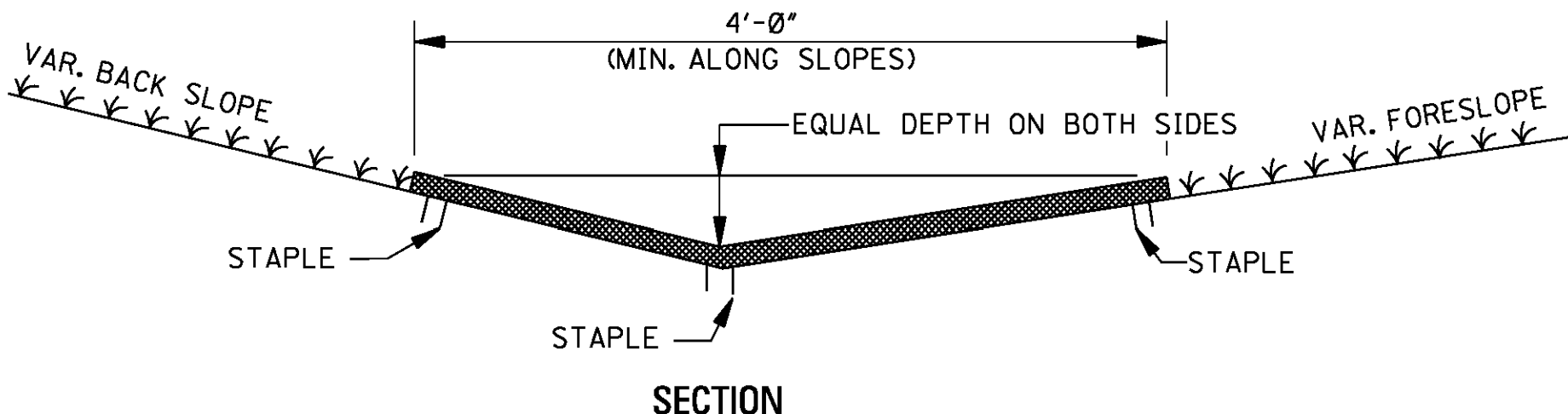


ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.



PLAN

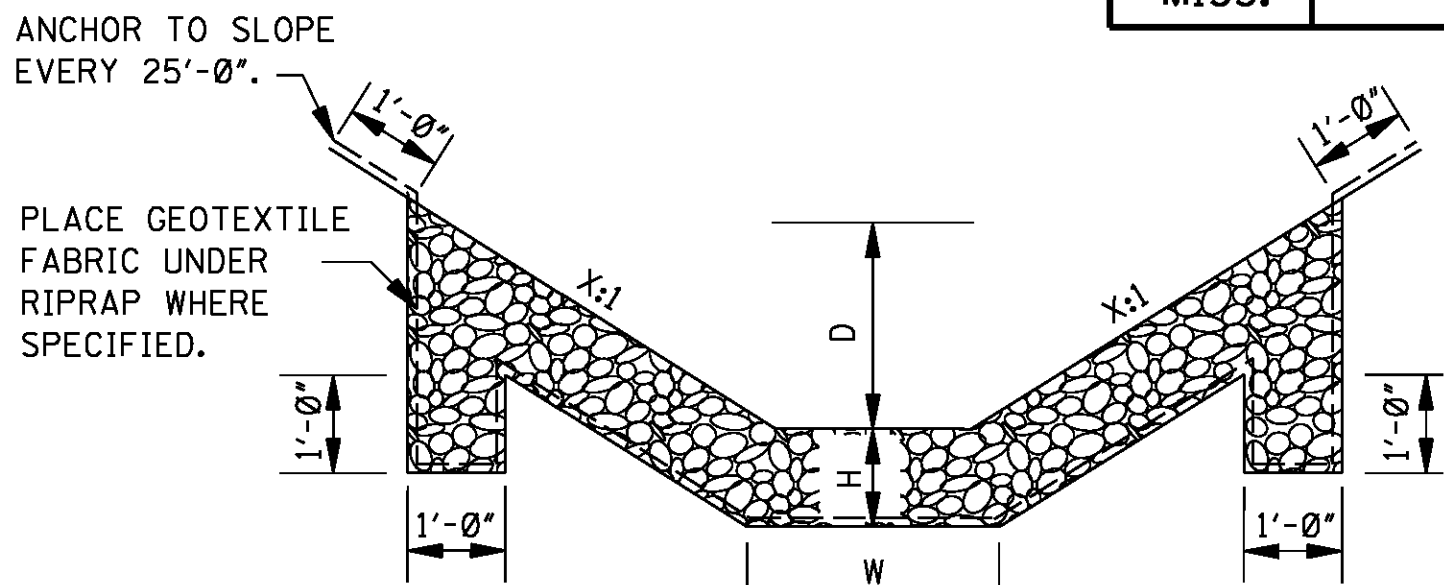


SECTION

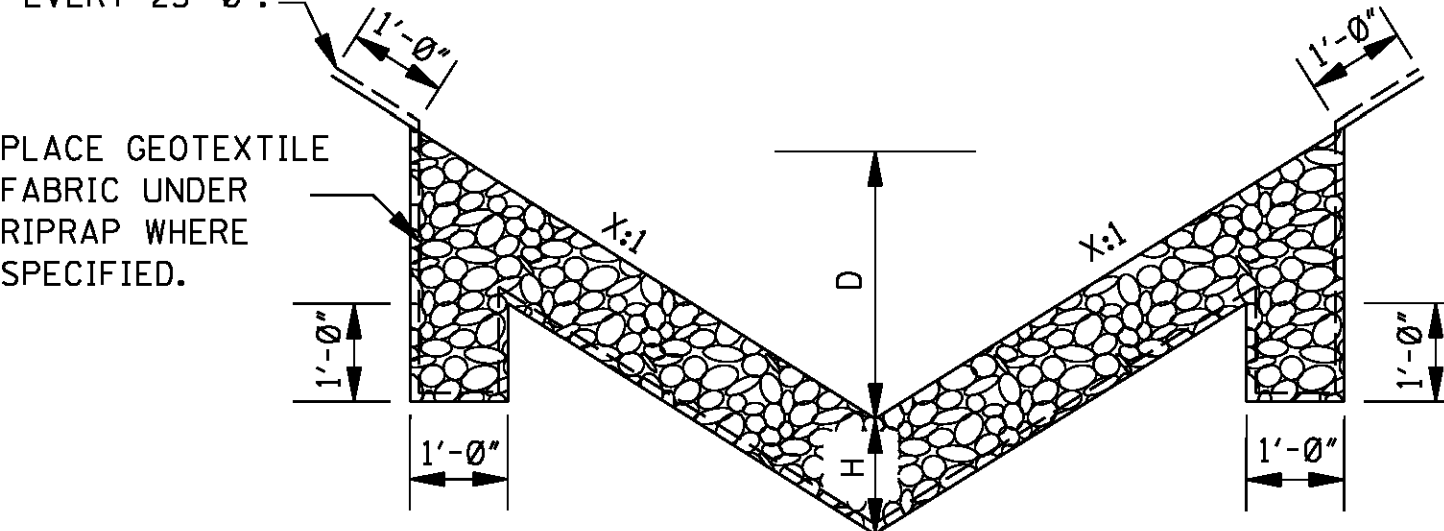
DITCH LINER TREATMENT

(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



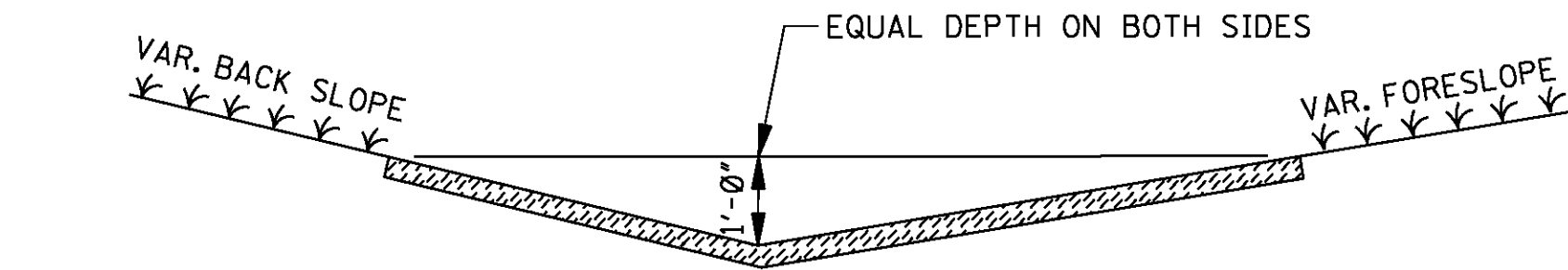
V TYPE SECTION

RIPRAP TREATMENT

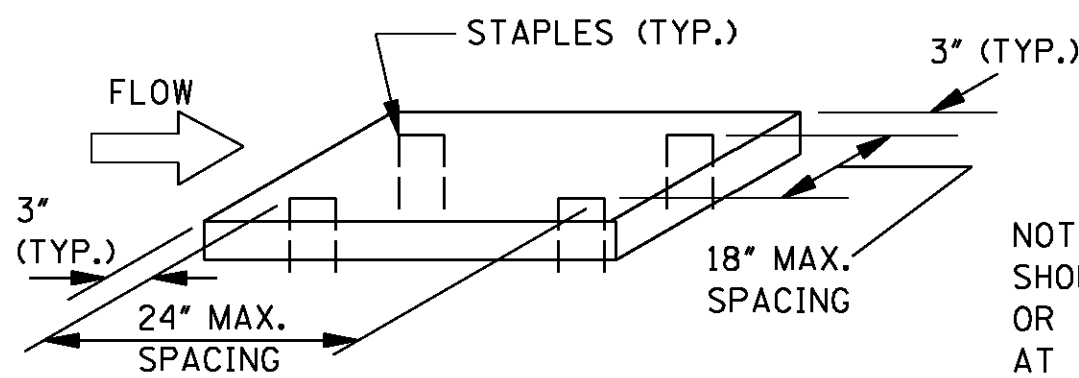
NOTES:

- DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
- 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



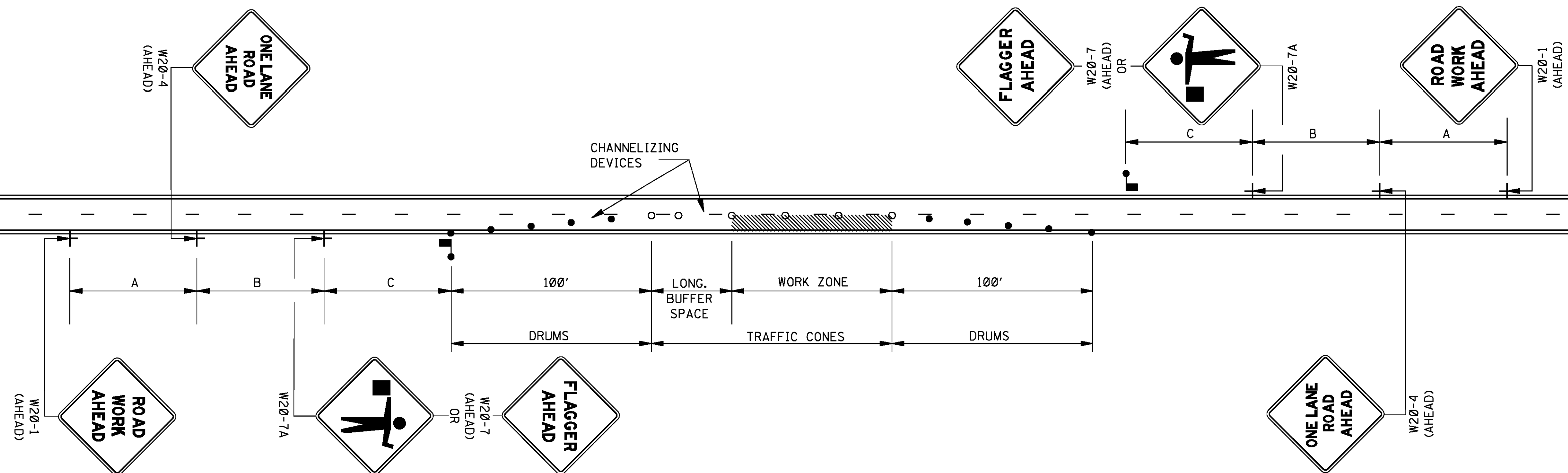
NOTE: SOLID SOD (STRIPS OR BLOCKS) SHOULD BE STAPLED, PINNED, PEGGED OR STAKED AT THE FOUR CORNERS OR AT THE MAXIMUM SPECIFIED SPACING.

GENERAL NOTE:

- 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	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
				REVISION	DETAILS OF TYPICAL DITCH TREATMENTS			
				DATE	ISSUE DATE: <u> AUGUST 01, 2017 </u>			
					 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER DT-1 SHEET NUMBER 6123			



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.

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.

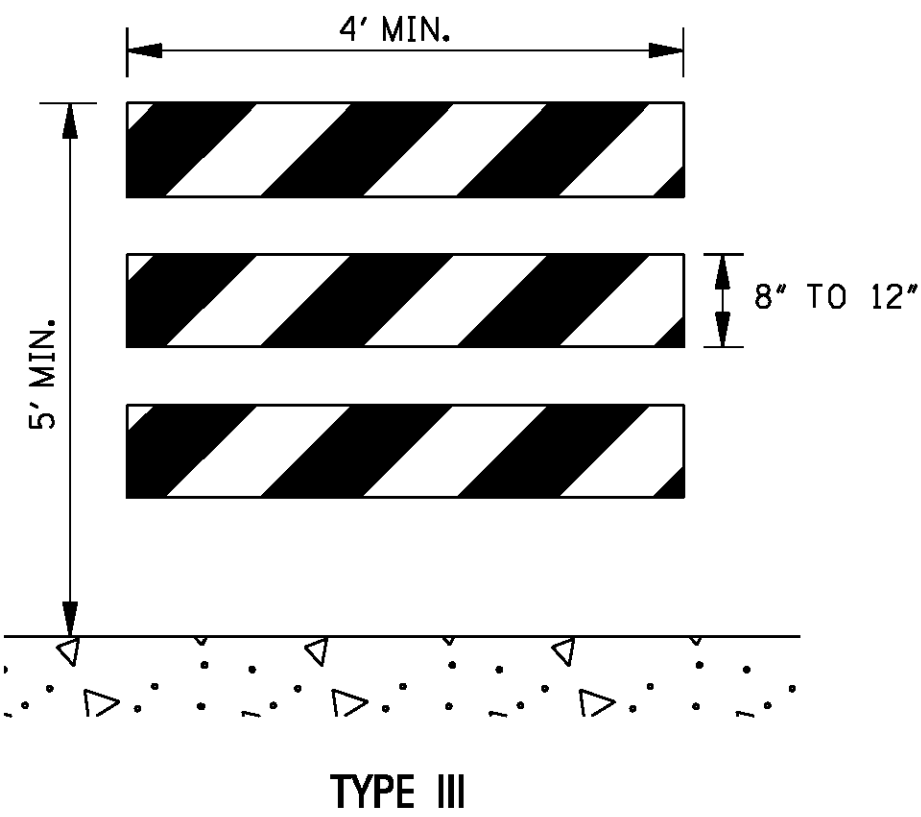
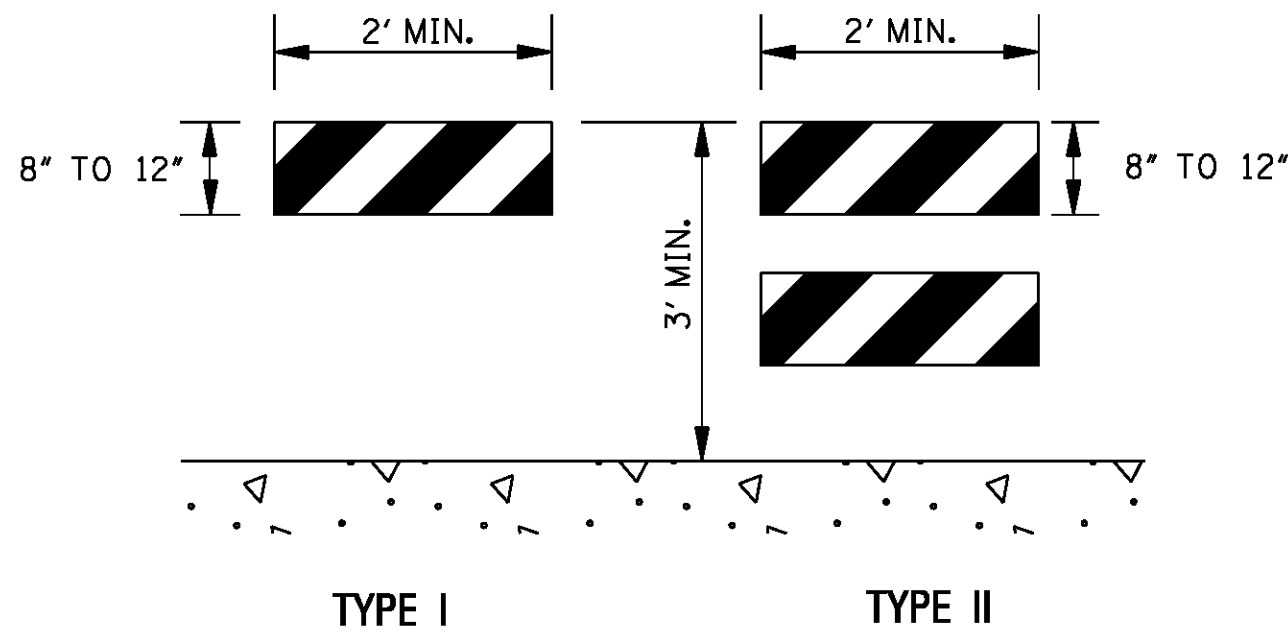
POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL [†] BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	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.

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.

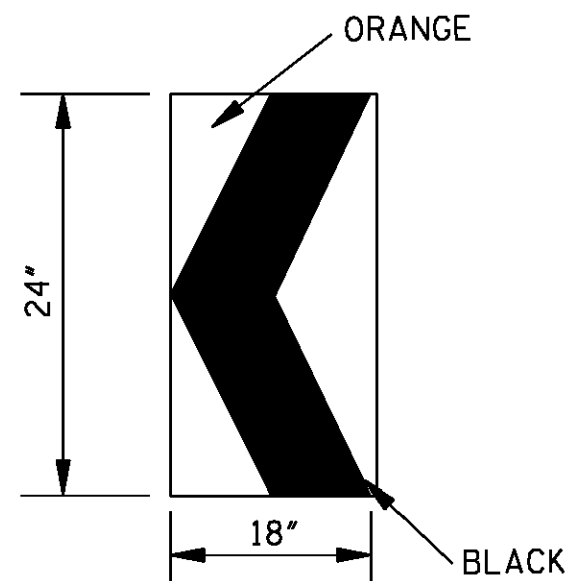
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)	
				DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>	
					 WORKING NUMBER TCP-1 SHEET NUMBER 6351	

STATE	PROJECT NO.
MISS.	



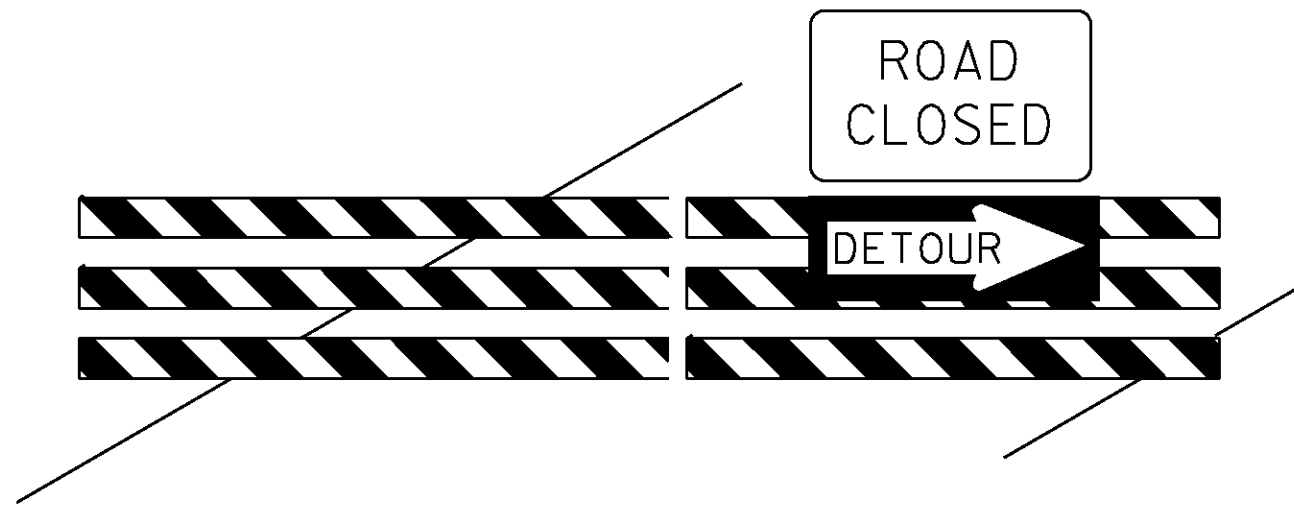
STANDARD BARRICADES

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.



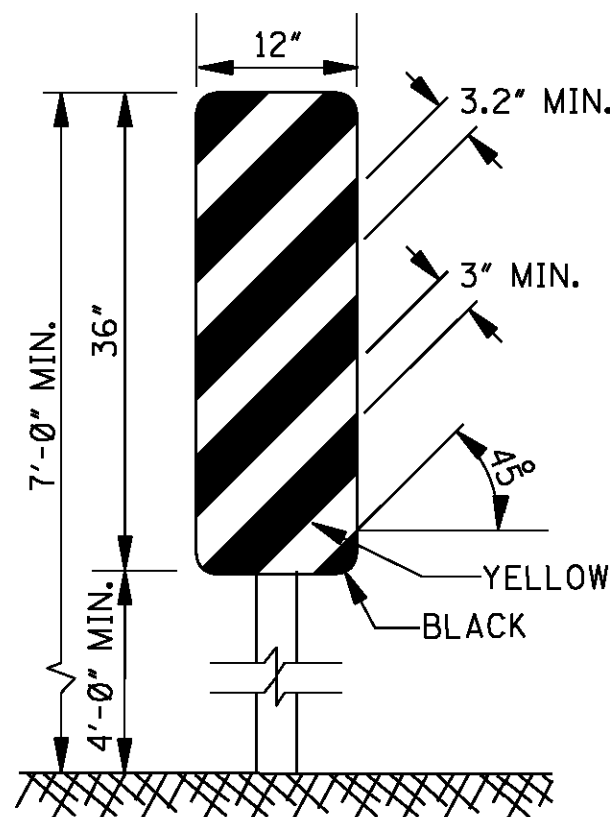
BARRICADE CLOSING A ROAD

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

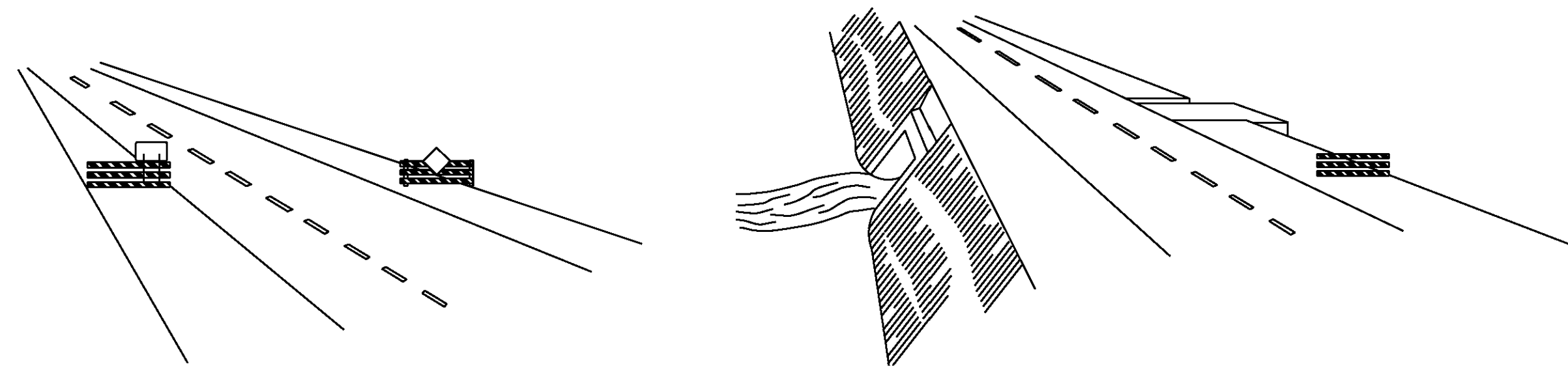
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



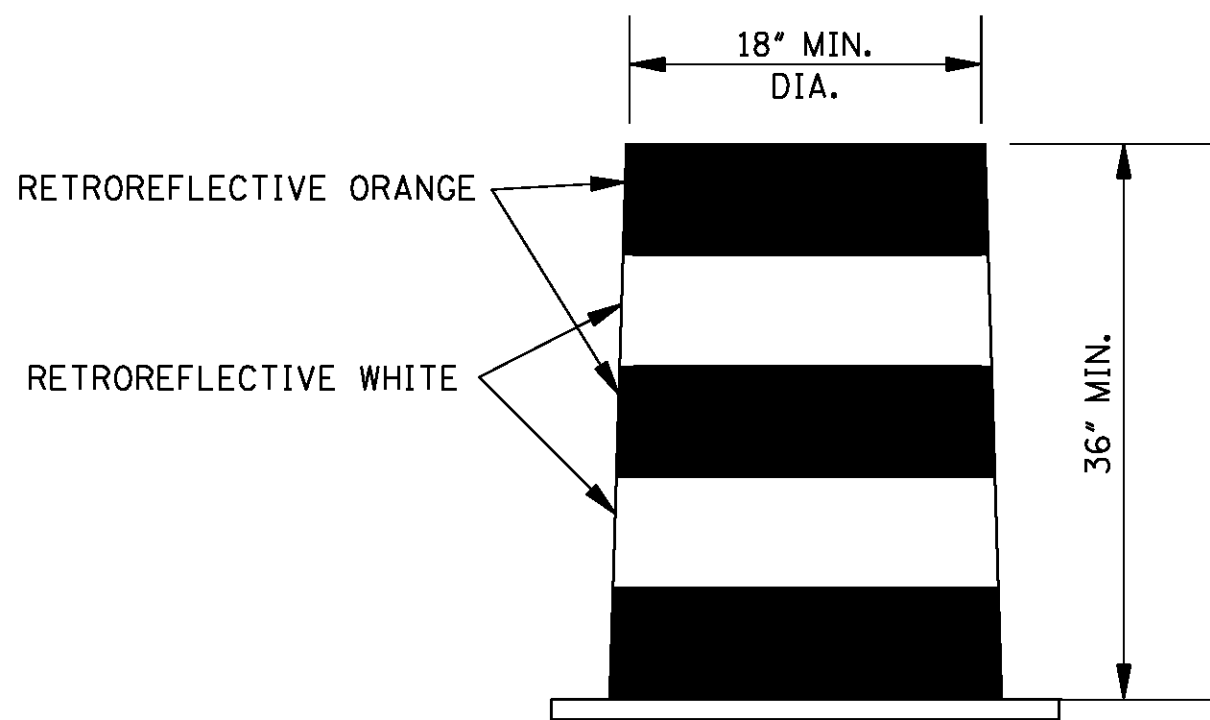
TYPE 3 OBJECT MARKER (OM-3R)

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

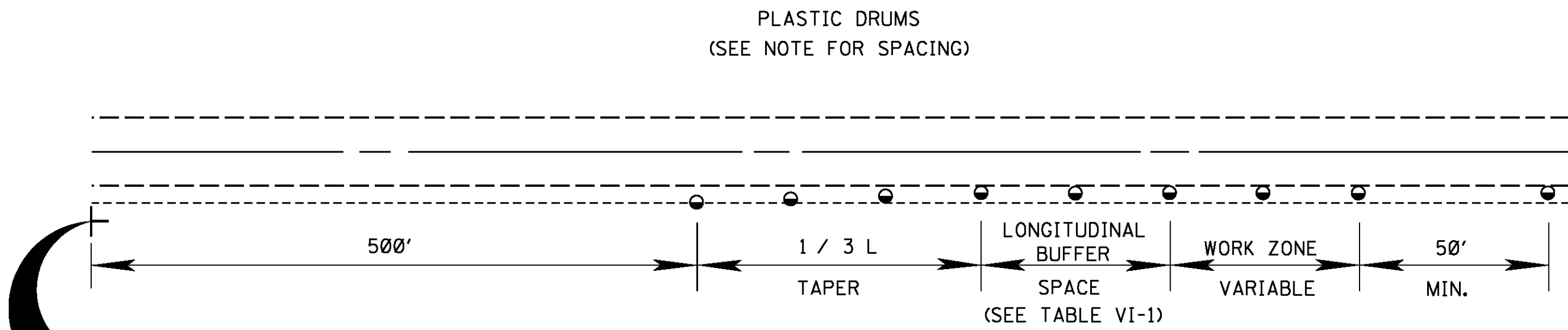
1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF 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

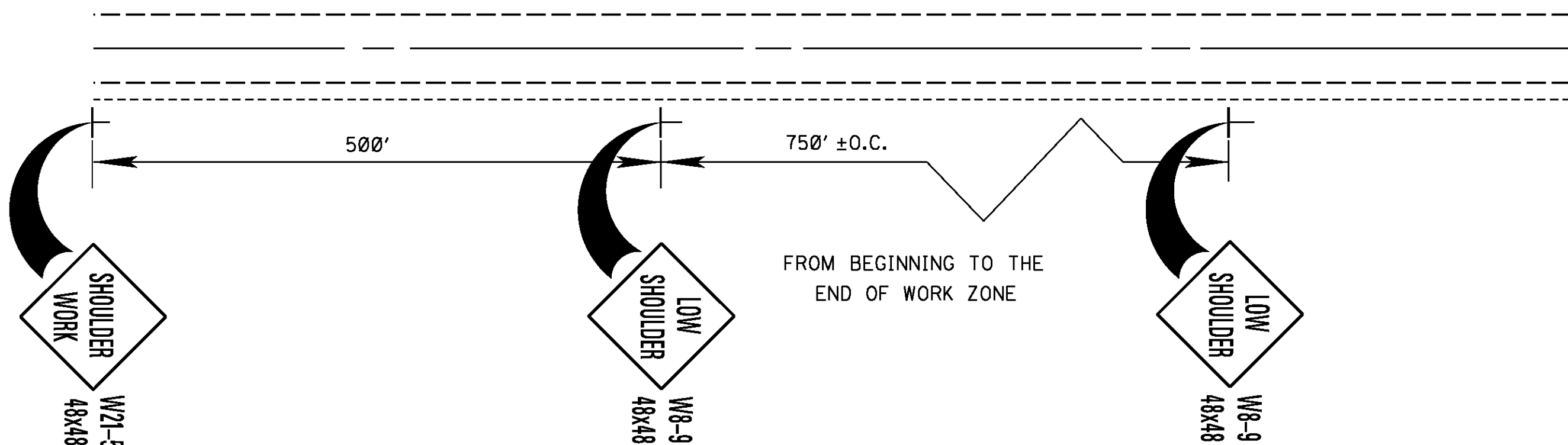
1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 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	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
					DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>
						MDOT WORKING NUMBER TCP-8 SHEET NUMBER 6358

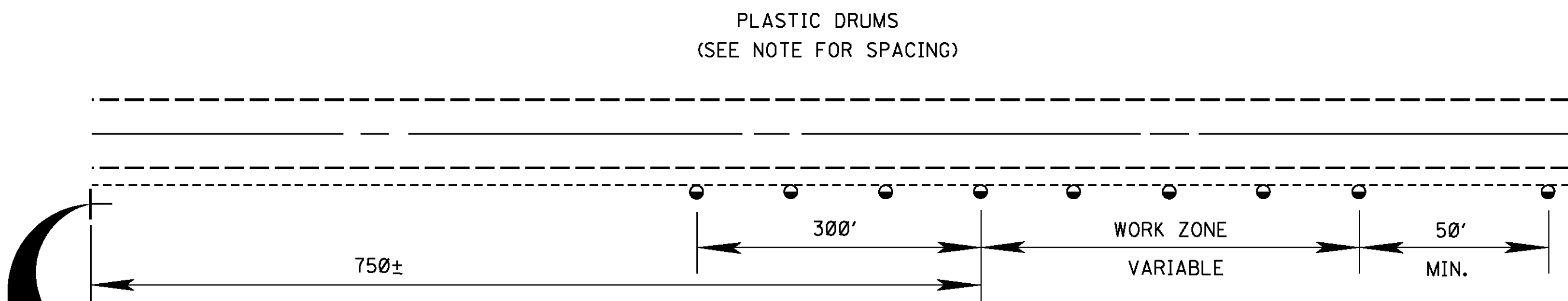


TYPICAL SHOULDER CLOSURE

- (1) TO BE USED WITH EIGHT (8) FOOT OR GREATER WIDTH IMPROVED SHOULDER.
(2) TO BE USED WHEN CONSTRUCTION VEHICLES (EQUIPMENT) ENCROACHES ON OR WITHIN TWO (2) FEET OF THE SHOULDER BREAK.

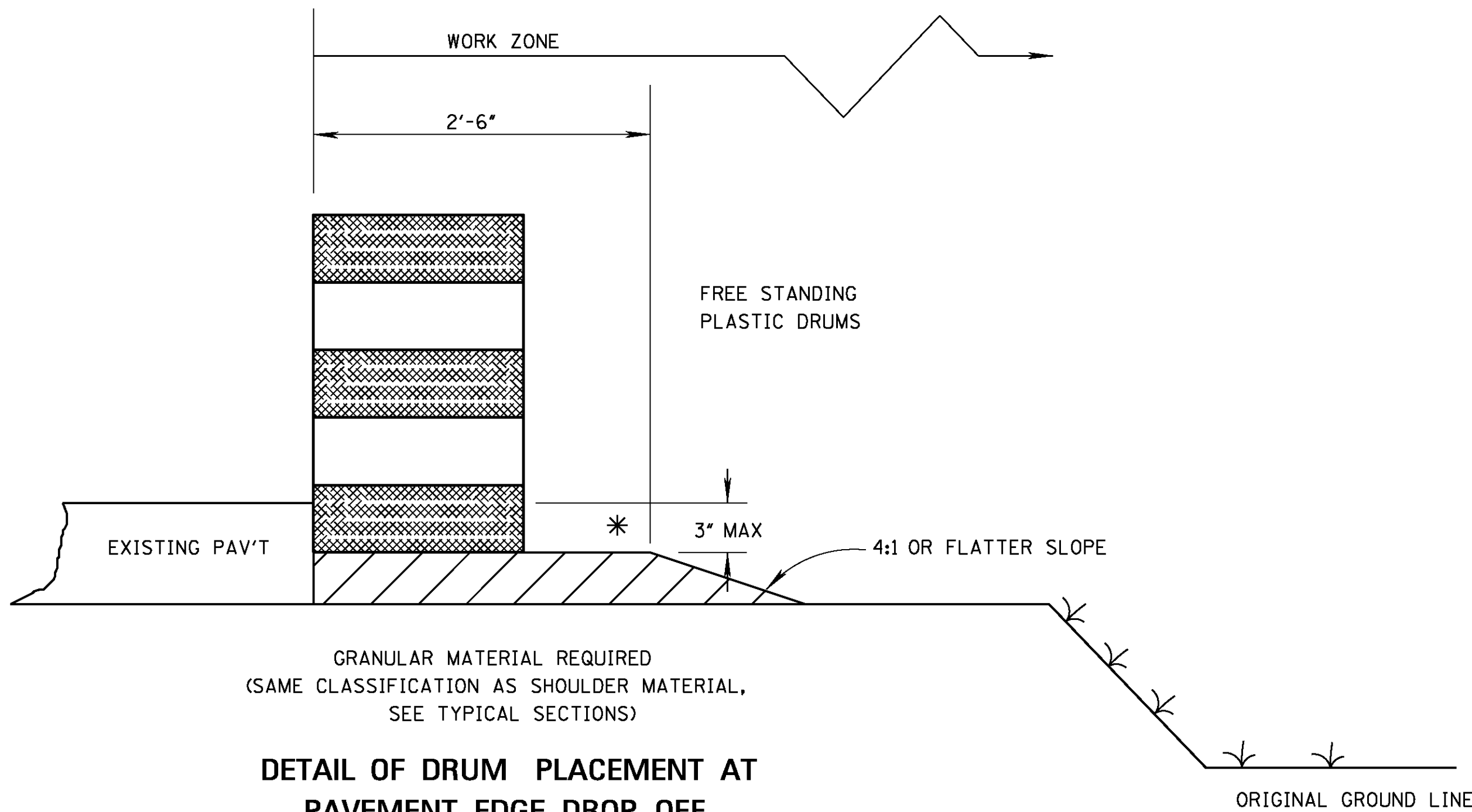


TYPICAL SHOULDER WORK #1
(SEE NOTE A-1 THIS SHEET)



TYPICAL SHOULDER WORK #2

NOTE:
WORK OUTSIDE TWO (2) FOOT AND WITHIN TEN (10) FEET OF THE SHOULDER BREAK MAY BE PROTECTED BY PLACING DRUMS ALONG THE SHOULDER EDGE, 300 FEET PRIOR TO AND 50 FEET BEYOND THE WORK AREA, OR SEE NOTE A-3 THIS SHEET.



DETAIL OF DRUM PLACEMENT AT
PAVEMENT EDGE DROP-OFF

NOTES:

- * A. PAVEMENT EDGE DROP-OFF
- IF LESS THAN TWO AND ONE QUARTER (2.25) INCHES-NO PROTECTION REQUIRED. PLACE A SHOULDER WORK SIGN (W21-5) 500 FEET IN ADVANCE OF WORK ZONE SHOULDER AND A LOW SHOULDER SIGN (W8-9) AT THE BEGINNING AND THROUGHOUT THE WORK ZONE @ (750'±O.C.).
 - TWO AND ONE QUARTER TO THREE INCHES-PLACE DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MILES PER HOUR OR GREATER. CONES MAY BE USED IN PLACE OF DRUMS, PANELS, AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MILES PER HOUR AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING FOR TAPERS SHOULD BE IN ACCORDANCE WITH THE M.U.T.C.D. (1 / 3 L, WHERE L IS THE TAPER LENGTH IN FEET.)
 - GREATER THAN THREE (3) INCHES-POSITIVE SEPARATION OR WEDGE WITH 4:1 OR FLATTER SLOPE NEEDED. IF THERE IS EIGHT (8) FEET OR MORE DISTANCE BETWEEN THE EDGE OF TRAVEL LANE AND DROP-OFF, THEN DRUMS, PANELS OR BARRICADES MAY BE USED.
 - FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN THREE (3) INCHES MAY BE PROTECTED WITH DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
 - LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

B. DRUM SPACING

- TANGENTS = 2 X S
- TAPERS = L / 3
WHERE L = S X W
L = TAPER LENGTH IN FEET
S = SPEED IN MPH (POSTED OR 85 PERCENTILE)
W = WIDTH OF OFFSET IN FEET

C. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

TABLE VI-1. GUIDELINES FOR LENGTH OF
LONGITUDINAL BUFFER SPACE

* * SPEED (MPH)	LENGTH (FEET)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

* * POSTED SPEED, OFF-PEAK 85 PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TRAFFIC CONTROL DETAILS DRUM PLACEMENT AND SHOULDER CLOSURE
				DATE	ISSUE DATE: AUGUST 01, 2017
					WORKING NUMBER TCP-16
					SHEET NUMBER 6366



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, November 22, 2022
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2022-865
Minute Book #

Summary

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

Recommendation Statement

I am recommending the approval for the sale of grave spaces.

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

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Scott & Libby Dossett

(4) Spaces \$ 700.00

East Half (E ½)

Lot 98, Section 39, Highland Cemetery

John Thibault

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 116, Section 38, Highland Cemetery

Robert W. Herrington, Jr

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 105, Section 39, Highland Cemetery

Deborah Ann Davis

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 46, Section 34, Highland Cemetery

Eugene Carothers

(8) Spaces \$ 1,400.00

Entire Lot 106

Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Judy Britt

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 63, Section 38, Highland Cemetery

Judy Britt

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (Se ¼)

Lot 63, Section 38, Highland Cemetery

Ernesta Marie Bethea

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 128, Section 39, Highland Cemetery

Jerald Holliman

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 77, Section 39, Highland Cemetery

Mary Pauline Dixon

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 74, Section 2, South Hill Cemetery

Janice O. Herndon

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 32, Section 38, Highland Cemetery

Regina A. Martin & Darren R. Palmer

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 32, Section 34, Highland Cemetery

Sherry Strickland

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 97, Section 38, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/02/ 2022

SOLD TO:

Mr. Mrs. Miss Judy Britt

ADDRESS 26 Woodstone Drive, Hattiesburg, ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 63 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bowne
Supt. of City Cemeteries

~~Debit card~~

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/02/ 2022

SOLD TO:

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N 1/2 SE 1/4 Lot No. 63 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bowne
Supt. of City Cemeteries

~~Debit card~~ # 4236

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/02/ 2022

SOLD TO:

Mr. Mrs. Miss Ernesta Marie Bethea

ADDRESS 1425 Colwyn DR, Cantonment, FL 32533

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 128 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-4 2022

SOLD TO:

Mr. Mrs. Miss MARY PAULENE DIXON

ADDRESS 1151 JUDGE SOKOL AVE, Apt 161 BELLEVILLE, MS 39530

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 74 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., 11-04- 2022

SOLD TO:

Mr. Mrs. Miss Janice O. Herndon

ADDRESS 602 Temple Rd. Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE Lot No. 32 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/04/ 2022

SOLD TO:

Mr. Mrs. Miss Jerald Holliman

ADDRESS 1100 Richard Collins DR, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE Lot No. 77 Section No. 39 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 B. [Signature]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-08- 2022

SOLD TO:

Mr. Mrs. Miss Sherry Stackland

ADDRESS 137 West 5th St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 97 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-09- 2022

SOLD TO:

Mr. Mrs. Miss Regina A Martin & Darren R Palmer

ADDRESS 27 Brantley Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 32 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-31- 2022

SOLD TO:

Mr. Mrs. Miss Scott & Libby Dossett

ADDRESS 205 Bay St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ 1/4 Lot No. 98 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.⁰⁰

Price Received \$ 700.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

COO

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-31- 2022

SOLD TO:

Mr. Mrs. Miss Robert W. Herrington, Jr.

ADDRESS 1077 Destin Ave. Foley, AL 36535

desires to purchase the grave space described below, subject to Cemetery regulations.

NW $\frac{1}{4}$ Lot No. 105 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK#204

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-31- 2022

SOLD TO:

Mr. Mrs. Miss John Thibault

ADDRESS 11141 102nd Lane Largo, FL 33773

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 116 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-01- 2022

SOLD TO:

Mr. Mrs. Miss

Deborah Ann Davis

ADDRESS

3 Getaway Lane Apt. #2 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 416 Section No. 34 in Highland Cemetery

Number of grave spaces

1 Price per grave space \$ 175.00

Price Received \$

175.00

card

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-1- 2022

SOLD TO:

Mr. Mrs. Miss

EUGENE CROTHERS

ADDRESS

71 TIDEWATER RD, HATTIESBURG, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 $\frac{1}{4}$ Lot No. 106 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces

8 Price per grave space \$ 175.00

Price Received \$

1400.00

CK# 11264

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Robert W. Herrington, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 105 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 November, 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 November, 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 John Thibault., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 116 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 November, 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 Kernas 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 November, 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 SEVEN HUNDRED AND NO/100 Dollars (~~\$700.00~~), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Scott & Libby Dossett, 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)
Lot 98 Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of November, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

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 November 2022.

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 THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 Eugene Carothers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

LOT 106

Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

eight (8) 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 November, 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 November, 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 Deborah Ann 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 Southwest Quarter (SW¼)

Lot 46 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 November, 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 November, 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 Jerald Holliman, 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 77 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of November, 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 November, 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, Janice O. Herndon, 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 32 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 November, 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 November, 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 Pauline Dixon, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot Number: 74

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 November, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of November, 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 Ernesta Marie Bethea., 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 128 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of November, 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 November, 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, Judy Britt, 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 63 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 November, 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 November, 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 Judy Britt, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 63 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 November, 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 November, 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 Sherry Strickland , 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 97 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of November, 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 November, 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 Regina A. Martin & Darren R. Palmer., 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 32 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 November, 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 November, 2022.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 22, 2022

Re: Approve claims docket for the period ending November 18, 2022.
File Number: 2022-869
Minute Book #

Summary

Recommendation Statement

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

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
BALANCE SHEET										
001000										
001000	0520EM			D/F	EMER.MGMT.DISTRICT					
002158	AT&T	601M818237001	11/22 0	2023	2	INV P	2,956.03	111822	293902	11/2022 LONG DISTAN
ACCOUNT TOTAL							2,956.03			
001000	0520LB			D/F	LIBRARY					
002158	AT&T	601M818237001	11/22 0	2023	2	INV P	250.06	111822	293902	11/2022 LONG DISTAN
ACCOUNT TOTAL							250.06			
001000	060100				GAS/LUBRICANT-CITY BARN					
003308	KEITHCO PETROLEUM	114917	2300104	2023	1	INV P	13,821.55	111822	294051	DIESEL FUEL/FUEL ST
003497	MAPLES GAS COMPANY	241118	2300323	2023	1	INV P	14,282.83	111822	294072	GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN	INV-121047	2300524	2023	1	INV P	15,890.74	111822	294123	GAS AND DIESEL FOR
003918	PINE BELT OIL COMPAN	INV-121328	2300524	2023	1	INV P	15,249.48	111822	294123	GAS AND DIESEL FOR
							31,140.22			
ACCOUNT TOTAL							59,244.60			
001000	122000				DAMAGE DEPOSITS					
049438	MONROE NEAL JR	N MONROE 9/17/22	0	2023	2	INV P	500.00	111822	294092	REFUND DEPOSIT 9/17
049439	TIMOTHY WHITE	T WHITE 10/28/22	0	2023	2	INV P	100.00	111822	294193	REFUND SECURITY DEP
049440	PAMELA GAVIN	P GAVIN 10/10/22	0	2023	2	INV P	500.00	111822	294110	REFUND SECURITY DEP
049441	DAVIS VERNON	D VERNON 9/4/22	0	2023	2	INV P	100.00	111822	293979	REFUND SECURITY DEP
ACCOUNT TOTAL							1,200.00			
ORG 001000 TOTAL							63,650.69			
REVENUES										
001001										
001001	287000				POLICE/FIRE-SPECIAL DUTY					
049449	VERONICA CLARK	CLARK 10/18/22	0	2023	2	INV P	57.00	111822	294207	REFUND SECURITY FEE
ACCOUNT TOTAL							57.00			
ORG 001001 TOTAL							57.00			
CITY COUNCIL										
001003										
001003	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV P	291.38	111822	293909	MB2016-287/WIRELESS
ACCOUNT TOTAL							291.38			
001003	611002				TRAVEL EXP-WARD 2					
004017	REGIONS CARDHOLDER S	1346 - 10-31-2022	0	2023	2	INV P	433.40	111822	294144	1346 - 10-31-2022 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL								433.40			
001003	6110DC				TRAVEL EXP-DEPCLERK						
003462	JOLLY, LISA L	OT#9577		0	2023	2	INV P	208.88	111822	294044	COUNCIL - LLJOLLY T
004017	REGIONS CARDHOLDER S	1708 - 10-31-2022		0	2023	2	INV P	149.00	111822	294144	1708 - 10-31-2022 C
ACCOUNT TOTAL								357.88			
001003	6845DC				REG FEE/TUITION-DEPCLERK						
002440	CENTER FOR GOVERNMEN	LLJOLLY CONF INVOICE		0	2023	2	INV P	215.00	111822	293940	COUNCIL - LLJOLLY'S
ACCOUNT TOTAL								215.00			
ORG 001003 TOTAL								1,297.66			
CITY COURT											
001015	502000				MINOR OFFICE EQUIP/FURN.						
003810	OFFICE PRODUCTS PLUS	998124-0		2300296	2023	2	INV P	239.99	111822	294107	PD OFFICE DESK
ACCOUNT TOTAL								239.99			
001015	604800				OTHER PROF.-VICTIM'S ADV.GRANT						
002564	COURT PROGRAMS INC	4851893		0	2023	2	INV P	480.00	111822	293974	GR# 1H79TI081923-01
003917	PINE BELT MENTAL HEA	2022-10		0	2023	2	INV P	10,448.72	111822	294122	GR#1H79TI081923-01
ACCOUNT TOTAL								10,928.72			
001015	604900				OTHER PROFESSIONAL SERV.						
002564	COURT PROGRAMS INC	98		0	2023	2	INV P	5,090.00	111822	293974	MB# 2011-1-82-83 CO
003810	OFFICE PRODUCTS PLUS	998124-0		2300296	2023	2	INV P	50.00	111822	294107	PD OFFICE DESK
ACCOUNT TOTAL								5,140.00			
001015	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X110822		0	2023	2	INV P	470.42	111822	293909	MB2016-287/WIRELESS
ACCOUNT TOTAL								470.42			
001015	630000				GAS						
004321	SPIRE	G2022 11.3.22		0	2023	2	INV P	29.17	111822	294181	SPIRE VARIOUS DEPT
ACCOUNT TOTAL								29.17			
ORG 001015 TOTAL								16,808.30			
MAYOR/ADMIN.											
001020	501000				OTHER EXPENDABLE OFF.SPL						
003742	N & H ELECTRONIC DIS	07203		2300375	2023	1	INV P	141.70	111822	294098	ELECTRICAL CORD RM1

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
003921	PINE BELT TROPHY	VETERAN1	0	2023	2	INV P	103.40	111822	294126	DONE WITHOUT PO/VET
004017	REGIONS CARDHOLDER S	4524 - 10-31-2022	0	2023	2	INV P	1,651.48	111822	294144	4524 - 10-31-2022 C
ACCOUNT TOTAL							1,896.58			
001020	606000	TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV P	172.39	111822	293909	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X110522	0	2023	2	INV P	99.09	111822	293906	MB2016-287/WIRELESS
							271.48			
ACCOUNT TOTAL							271.48			
001020	611000	TRAVEL EXPENSE								
004017	REGIONS CARDHOLDER S	1708 - 10-31-2022	0	2023	2	INV P	301.29	111822	294144	1708 - 10-31-2022 C
ACCOUNT TOTAL							301.29			
001020	615000	ADVERTISING								
004017	REGIONS CARDHOLDER S	1346 - 10-31-2022	0	2023	2	INV P	925.93	111822	294144	1346 - 10-31-2022 C
004017	REGIONS CARDHOLDER S	4524 - 10-31-2022	0	2023	2	INV P	16.04	111822	294144	4524 - 10-31-2022 C
							941.97			
004205	SIGNS FIRST	H-80243	0	2023	2	INV P	30.15	111822	294166	DONE WITHOUT A PURC
ACCOUNT TOTAL							972.12			
001020	641000	OFFICE EQUIPMENT RENT								
003825	OWENS BUSINESS MACHI	453936	0	2023	2	INV P	187.00	111822	294108	MB-2015-2349 ADMIN
003825	OWENS BUSINESS MACHI	453937	0	2023	2	INV P	70.36	111822	294108	MB-2015-2349 MNHTLY
							257.36			
ACCOUNT TOTAL							257.36			
001020	684500	REGISTRATION FEE/TUITION								
049427	MISSISSIPPI STATE	MSU CONFERENCE	0	2023	2	INV P	215.00	111822	294090	REGION IV CONFERENC
ACCOUNT TOTAL							215.00			
ORG 001020 TOTAL							3,913.83			
001040	MUNICIPAL CLERK									
001040	615000	ADVERTISING								
003141	HUB CITY SPOKES	101019	0	2023	2	INV P	251.28	111822	294029	CITY WIDE ADS & NOT
ACCOUNT TOTAL							251.28			
ORG 001040 TOTAL							251.28			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
PURCHASING DIV.										
001045	636500									
001045	002406	CANON FINANCIAL SERV	29323903	0	2023	2	INV P	194.48	111822	293937 MB2018-145 PURCHASI
ACCOUNT TOTAL								194.48		
ORG 001045 TOTAL								194.48		
LOSS CONTROL										
001081	570000									
001081	048827	CARQUEST	14758-18342	2300540	2023	2	INV P	82.02	111822	293938 REPLACEMENT PARTS F
ACCOUNT TOTAL								82.02		
001081	606000									
001081	002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV P	96.53	111822	293909 MB2016-287/WIRELESS
ACCOUNT TOTAL								96.53		
ORG 001081 TOTAL								178.55		
URBAN DEVELOPMT										
001090	500300									
001090	004328	STAPLES	3521860750	2300382	2023	2	INV P	88.98	111822	294183 OFFICE SUPPLIES FOR
ACCOUNT TOTAL								88.98		
001090	501000									
001090	004328	STAPLES	3521860750	2300382	2023	2	INV P	115.57	111822	294183 OFFICE SUPPLIES FOR
001090	004328	STAPLES	3522620486	2300382	2023	2	INV P	22.43	111822	294183 OFFICE SUPPLIES FOR
								138.00		
ACCOUNT TOTAL								138.00		
001090	501100									
001090	004017	REGIONS CARDHOLDER S	9492 10-31-2022	0	2023	2	INV P	130.94	111822	294144 9492 10-31-2022 CRE
ACCOUNT TOTAL								130.94		
001090	606000									
001090	002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV P	300.43	111822	293909 MB2016-287/WIRELESS
ACCOUNT TOTAL								300.43		
001090	611000									
001090	003458	LOWREY, GINGER MADDO	AL & MS APA 2022 -GL	0	2023	2	INV P	106.99	111822	294069 PAYMENT PER SOS FOR
001090	049203	NATHAN SATCHER	AL & MS APA 2022 -NS	0	2023	2	INV P	74.29	111822	294100 PAYMENT PER SOS FOR
ACCOUNT TOTAL								181.28		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001090	620000			PRINTING						
047562	ENCO UTILITY	56775	0	2023	2	INV P	307.89	111822	293990	MB 2020-835 URBAN D
ACCOUNT TOTAL							307.89			
001090	641000			OFFICE EQUIPMENT RENT						
004050	RICOH CORP	5065976732	0	2023	2	INV P	167.37	111822	294147	COPIER PAYMENT NOV
ACCOUNT TOTAL							167.37			
001090	684500			REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	1346 - 10-31-2022	0	2023	2	INV P	525.30	111822	294144	1346 - 10-31-2022 C
ACCOUNT TOTAL							525.30			
ORG 001090 TOTAL							1,840.19			
001091				INFO TECHNOLOGY						
001091	604900			OTHER PROFESSIONAL SERV.						
003912	PILEUM CORPORATION	P85066	0	2023	2	INV P	6,913.75	111822	294120	BILLABLE TIME - IT
ACCOUNT TOTAL							6,913.75			
001091	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV P	159.83	111822	293909	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X110522	0	2023	2	INV P	423.35	111822	293906	MB2016-287/WIRELESS
							583.18			
ACCOUNT TOTAL							583.18			
001091	606800			NETWORK						
002384	C SPIRE (MEGAGATE)	205876-71	0	2023	2	INV P	431.38	111822	293934	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	683013-61	0	2023	2	INV P	14,968.22	111822	293934	NETWORK/INTERET - M
							15,399.60			
ACCOUNT TOTAL							15,399.60			
001091	636500			OFFICE EQUIPMENT R&M						
003583	METRIX SOLUTIONS	M85025	0	2023	2	INV P	1,780.00	111822	294082	OFFICE 365 LICENSES
004017	REGIONS CARDHOLDER S	9492 10-31-2022	0	2023	2	INV P	2,052.00	111822	294144	9492 10-31-2022 CRE
ACCOUNT TOTAL							3,832.00			
ORG 001091 TOTAL							26,728.53			
001092				GEN.GOV'T.BLDG						
001092	560500			ELECTRICAL SUPPLIES						
002901	GILKEY ELECTRIC SUPP	363123	2300035	2023	2	INV P	330.00	111822	294007	MATERIAL TO REPAIR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL		330.00			
001092	604900						OTHER PROFESSIONAL SERV.				
003397	LEARFIELD IMG COLLEG	749-225868-570508	0	2023	2	INV	P	1,000.00	111822	294065	2022-2023 SOUTHERN
						ACCOUNT TOTAL		1,000.00			
001092	630000						GAS				
004321	SPIRE	G2022 11.3.22	0	2023	2	INV	P	717.55	111822	294181	SPIRE VARIOUS DEPT
						ACCOUNT TOTAL		717.55			
001092	630500						ELECTRICITY				
003700	MS POWER COMPANY	E2022 11.1.22	0	2023	2	INV	P	1,916.38	111822	294096	MS POWER VARIOUS DE
						ACCOUNT TOTAL		1,916.38			
001092	635000						BUILDING R&M				
002901	GILKEY ELECTRIC SUPP	363522	2300167	2023	2	INV	P	3,527.00	111822	294007	CAFE LIGHTS FOR CHR
						ACCOUNT TOTAL		3,527.00			
						ORG 001092 TOTAL		7,490.93			
001093							INTERMODAL FAC O&M				
001093	560500						ELECTRICAL SUPPLIES				
002901	GILKEY ELECTRIC SUPP	363666	2300207	2023	2	INV	P	125.00	111822	294007	LED LIGHTS FOR TRAI
						ACCOUNT TOTAL		125.00			
001093	635000						BUILDING R&M				
003570	MCQUAGGE PRODUCTIONS	145	2300387	2023	2	INV	P	1,913.90	111822	294078	TRAIN DEPOT COMMUNI
003964	PRECISION FAB & REFU	00019	228493	2023	2	INV	P	12,126.00	111822	294133	TWO QUOTE FOR AWNIN
004256	SOLAR SUPPLY INC	3458897	2300433	2023	2	INV	P	552.42	111822	294169	MATERIAL TO REPAIR
						ACCOUNT TOTAL		14,592.32			
001093	639900						OTHER REPAIRS AND MAINT.				
002905	GILLILANDS ELECTRONI	9406	0	2023	2	INV	P	90.00	111822	294008	TRAIN DEPOT MOTION
						ACCOUNT TOTAL		90.00			
						ORG 001093 TOTAL		14,807.32			
001094							METRPLTN PLANG.				
001094	604900						OTHER PROFESSIONAL SERV.				
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV	P	37.23	111822	293909	MB2016-287/WIRELESS
						ACCOUNT TOTAL		37.23			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001094	636500										
											OFFICE EQUIPMENT R&M
004057	RJ YOUNG COMPANY	4767552	0	2023	2	INV	P	208.21	111822	294149	MB 2020-235 MPO Cop
004057	RJ YOUNG COMPANY	4814382	0	2023	2	INV	P	237.16	111822	294149	MB 2020-235 MPO Cop
004057	RJ YOUNG COMPANY	4859453	0	2023	2	INV	P	176.56	111822	294149	MB 2020-235 MPO Cop
004057	RJ YOUNG COMPANY	4914412	0	2023	2	INV	P	249.28	111822	294149	MB 2020-235 MPO Cop
								871.21			
								ACCOUNT TOTAL	871.21		
001094	684000										
											DUES AND MEMBERSHIPS
004017	REGIONS CARDHOLDER S	1346 - 10-31-2022	0	2023	2	INV	P	515.00	111822	294144	1346 - 10-31-2022 C
								ACCOUNT TOTAL	515.00		
								ORG 001094 TOTAL	1,423.44		
001095											G/G INS.OTH SER
001095	602500										LEGAL
002377	BUTLER, SNOW, O'MARA, S	10351580	0	2023	2	INV	P	4,728.05	111822	293930	ARPA ADMINISTRATION
002377	BUTLER, SNOW, O'MARA, S	10355629	0	2023	2	INV	P	1,271.50	111822	293930	ARPA ADMINISTRATION
002377	BUTLER, SNOW, O'MARA, S	10359514	0	2023	2	INV	P	362.00	111822	293930	ARPA ADMINISTRATION
								6,361.55			
003090	HICKS LAW FIRM, LLC	10667	0	2023	2	INV	P	1,200.00	111822	294023	JAY RIELS V CIVIL S
003090	HICKS LAW FIRM, LLC	10668	0	2023	2	INV	P	660.00	111822	294023	CITY OF HATTIESBURG
								1,860.00			
003637	MONTAGUE, PITTMAN &	49027	0	2023	2	INV	P	500.00	111822	294093	GENERAL COUNSEL FOR
049416	LOCAL GOVERNMENT	1663	0	2023	2	INV	P	825.00	111822	294067	REVIEW APPLICATION
								ACCOUNT TOTAL	9,546.55		
001095	602701										MEDICAL ANALYSIS-EMP CLINIC
003576	MEDICAL ANALYSIS-GHV	10858	0	2023	2	INV	P	30,477.95	111822	294080	10/22 EMPLOYEE CLIN
003576	MEDICAL ANALYSIS-GHV	10887	0	2023	2	INV	P	29,975.13	111822	294080	11/22 EMPLOYEE CLIN
								60,453.08			
047011	JANI-KING OF SOUTH E SEM	11220224	2300340	2023	2	INV	P	415.00	111822	294036	TWO QUOTE - JANITOR
								ACCOUNT TOTAL	60,868.08		
001095	604900										OTHER PROFESSIONAL SERV.
004477	TURNER, JASON	JASON TURNER 11.2.22	0	2023	2	INV	P	595.00	111822	294199	COMMERCIAL SOUND SY
004504	UNITED FENCE COMPANY	2461	0	2023	2	INV	P	3,965.00	111822	294202	INSTALL FENCE ON FU

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
004652	WILLIAMS & ASSOCIATE	15665	0	2023	2	INV P	15,665.66	111822	294219	FIRE STATION #2/ARB
ACCOUNT TOTAL							20,225.66			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	601M818237001 11/22	0	2023	2	INV P	6,503.51	111822	293902	11/2022 LONG DISTAN
002158	AT&T	L2022 10.28.2022	0	2023	2	INV P	443.40	111822	293900	AT&T BLUE LIGHTS
002158	AT&T	L2022 11.4.22	0	2023	2	INV P	95.58	111822	293900	AT&T BLUE LIGHTS 60
							7,042.49			
002159	AT&T LONG DISTANCE S	0277360560	0	2023	2	INV P	31.96	111822	293904	ONE NET SERVICE
047050	C SPIRE (IP)	L2022 11.1	0	2023	2	INV P	6,320.20	111822	293935	C SPIRE MS-GOV 6925
ACCOUNT TOTAL							13,394.65			
001095	625500			PUBLIC LIAB/PROPERTY DAM						
003695	MS MUNICIPAL LIABILI	0108GL2023-0	0	2023	2	INV P	429,881.42	111822	294095	GENERAL LIABILITY I
ACCOUNT TOTAL							429,881.42			
ORG 001095 TOTAL							533,916.36			
001100				POLICE/PUB.SFTY						
001100	500300			PAPER						
003810	OFFICE PRODUCTS PLUS	999307-0	2300598	2023	2	INV P	199.56	111822	294107	OFFICE SUPPLIES & P
ACCOUNT TOTAL							199.56			
001100	501000			OTHER EXPENDABLE OFF.SPL						
003809	OFFICE DEPOT INC	274276624001	2300190	2023	2	INV P	108.31	111822	294106	MOUSE PADS FOR DISP
003810	OFFICE PRODUCTS PLUS	999307-0	2300598	2023	2	INV P	1,934.94	111822	294107	OFFICE SUPPLIES & P
ACCOUNT TOTAL							2,043.25			
001100	510000			CLEANING/JANITORIAL SPLY						
004495	ULINE	155611452	2300341	2023	2	INV P	1,845.20	111822	294200	CLEANING OF NEW BUI
ACCOUNT TOTAL							1,845.20			
001100	525000			GAS AND OIL						
003918	PINE BELT OIL COMPAN	10/22 FLASHMARKET	0	2023	2	INV P	1,316.32	111822	294124	POLICE & FIRE FLASH
ACCOUNT TOTAL							1,316.32			
001100	535000			UNIFORMS, BADGES, ETC.						
003588	MID SOUTH UNIFORM &	633634	2300302	2023	2	INV P	239.29	111822	294085	JUSTIN ROPER BOOTS
ACCOUNT TOTAL							239.29			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
001100	546000			MINOR EQUIPMENT							
002138	APPLIED CONCEPTS INC	405893	2300631	2023	2	INV	P	3,095.00	111822	293897	RADAR FOR MOTOR-HPD
002714	ECONOMY SUPPLY CO	085895	2300216	2023	2	INV	P	47.99	111822	293987	REPAIR PARTS-HPD
002714	ECONOMY SUPPLY CO	086051	2300285	2023	2	INV	P	88.50	111822	293987	BEG BOARD-HPD
								136.49			
004495	ULINE	154885985	2300088	2023	2	INV	P	66.65	111822	294200	TIRE RACK FOR SHOP-
ACCOUNT TOTAL								3,298.14			
001100	559000			OTHER OPERATING MATL/SPLY							
003772	NEWELL PAPER COMPANY	4142085	2300342	2023	1	INV	P	264.53	111822	294101	MOP HEADS_HPD
004017	REGIONS CARDHOLDER S	2080 - 10-31-2022	0	2023	2	INV	P	3,675.00	111822	294144	2080 - 10-31-2022 C
004459	TRI-TECH INC	00805786	2300351	2023	2	INV	P	430.00	111822	294196	HAND GUN BOXES FOR
ACCOUNT TOTAL								4,369.53			
001100	559200			OTHER OPER.MATLS-D.A.R.E.							
004017	REGIONS CARDHOLDER S	1346 - 10-31-2022	0	2023	2	INV	P	377.90	111822	294144	1346 - 10-31-2022 C
ACCOUNT TOTAL								377.90			
001100	570000			MTR VEHICLE REP. PTS/SPL							
002060	ADVANCE AUTO PARTS	5604230078894	2300397	2023	1	INV	P	643.50	111822	293888	REPAIR PART FOR VAR
002060	ADVANCE AUTO PARTS	5604230178959	2300417	2023	1	INV	P	285.57	111822	293888	REPAIR PARTS FOR SH
002060	ADVANCE AUTO PARTS	5604230479000	2300448	2023	2	INV	P	172.74	111822	293888	BATTERY UNIT#20421-
002060	ADVANCE AUTO PARTS	5604231479278	2300571	2023	2	INV	P	513.16	111822	293888	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	5604231479279	2300561	2023	2	INV	P	1,062.37	111822	293888	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	5604231979411	2300638	2023	2	INV	P	682.75	111822	293888	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	560429778755	2300307	2023	1	INV	P	1,053.82	111822	293888	REPAIR PARTS FOR UN
								4,413.91			
002160	AT&T MOBILITY	287308925627X110522	0	2023	2	INV	P	6,757.07	111822	293905	MB2016-287/HPD GEOT
002648	DELTA FOREMOST CHEMI	195128	2300237	2023	2	INV	P	437.52	111822	293981	WONDER CLEANER FOR
003915	PINE BELT CDJR, INC	69630	2300392	2023	1	INV	P	1,400.00	111822	294121	REPAIR PART FOR UNI
003915	PINE BELT CDJR, INC	69631	2300391	2023	1	INV	P	740.80	111822	294121	HOSE AND FILTERS FO
								2,140.80			
004495	ULINE	154885985	2300088	2023	2	INV	P	540.00	111822	294200	TIRE RACK FOR SHOP-
048827	CARQUEST	14758-17927	2300401	2023	2	INV	P	80.24	111822	293938	CONTROL ARM UNIT#21
048827	CARQUEST	14758-18027	2300204	2023	2	INV	P	160.48	111822	293938	CONTROL ARM UNIT#21
048827	CARQUEST	14758-18029	2300105	2023	2	INV	P	244.47	111822	293938	REPAIR PARTS FOR UN
048827	CARQUEST	14758-18031	2300144	2023	2	INV	P	166.24	111822	293938	REPAIR PARTS FOR UN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
048827	CARQUEST	14758-18033	2300376	2023	2	INV	P		714.68	111822	293938 REPAIR PARTS FOR SH
									1,366.11		
									ACCOUNT TOTAL	15,655.41	
001100	603000								VETERINARIAN		
003106	HOLLAND VETERINARY H	62281	0	2023	2	INV	P		254.80	111822	294025 K9 VISIT FOR IVY
003106	HOLLAND VETERINARY H	62527	0	2023	2	INV	P		344.30	111822	294025 K9 VISIT FOR VOODOO
003106	HOLLAND VETERINARY H	6258	0	2023	2	INV	P		69.29	111822	294025 K9 VISIT FOR VOODOO
									668.39		
									ACCOUNT TOTAL	668.39	
001100	604900								OTHER PROFESSIONAL SERV.		
002473	CIOX HEALTH	0393958351	0	2023	2	INV	P		24.50	111822	293952 MEDICALRECORDS SUBP
002473	CIOX HEALTH	0393959429	0	2023	2	INV	P		145.10	111822	293952 MEDICAL RECORDS SUB
									169.60		
002522	COMCAST	11.17.22	0	2023	2	INV	P		114.62	111822	293965 COMCAST POLICE DEPT
004008	RAYNER, JACK	11032022	0	2023	2	INV	P		600.00	111822	294143 POLYGRAPH FOR LATER
004453	TRANSUNION RISK AND	362606-202210-1	0	2023	2	INV	P		582.20	111822	294195 ONLINE INVESTIGATIO
004684	PACIFIC PHYSICIAN S	62822	0	2023	2	INV	P		108.00	111822	294109 DRUG SCREEN
047187	FOUR SEASONS LAWN	13891	0	2023	2	INV	P		2,576.50	111822	294000 MB#2021-326 LAWN M
048943	CLEARVIEW AI, INC	2B410AC5-0765	2300370	2023	2	INV	P		12,495.00	111822	293960 TWO QUOTE - FACIAL
049046	HENDERSON PAULA	01500015911	0	2023	2	INV	P		2,800.00	111822	294022 CLEANING SERVICES F
049410	HARLEY-DAVIDSON	1263754MB	0	2023	2	INV	P		650.00	111822	294016 HARLEY TRAINING
									ACCOUNT TOTAL	20,095.92	
001100	604921								NOLA EXPENSE		
004017	REGIONS CARDHOLDER S	2080 - 10-31-2022	0	2023	2	INV	P		272.70	111822	294144 2080 - 10-31-2022 C
									ACCOUNT TOTAL	272.70	
001100	606000								TELEPHONE AND TELEGRAPH		
002158	AT&T	54549101030591	10/22	0	2023	2	INV	P	191.04	111822	293903 POLICE DISPATCH 10/
002158	AT&T	L2022 10.28.22	0	2023	2	INV	P		202.00	111822	293900 AT&T M23 9055.001
002158	AT&T	M3182220010593	10/22	0	2023	2	INV	P	413.50	111822	293901 POLICE INTERFACE CO
002158	AT&T	T2022 11.8.22	0	2023	2	INV	P		97.46	111822	293900 AT&T 601.M26-9404
									904.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV P		1,635.34	111822	293909	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X110522	0	2023	2	INV P		6,031.45	111822	293906	MB2016-287/WIRELESS
								7,666.79			
048026	SOUTHERN BILLING	29708	0	2023	2	INV P		137.34	111822	294170	METRO PHONE SERVICE
								ACCOUNT TOTAL		8,708.13	
001100	611000					TRAVEL EXPENSE					
004017	REGIONS CARDHOLDER S	2080 - 10-31-2022	0	2023	2	INV P		345.48	111822	294144	2080 - 10-31-2022 C
								ACCOUNT TOTAL		345.48	
001100	612000					FREIGHT					
004459	TRI-TECH INC	00805786	2300351	2023	2	INV P		530.00	111822	294196	HAND GUN BOXES FOR
004495	ULINE	154885985	2300088	2023	2	INV P		50.00	111822	294200	TIRE RACK FOR SHOP-
004495	ULINE	155611452	2300341	2023	2	INV P		119.10	111822	294200	CLEANING OF NEW BUI
								169.10			
								ACCOUNT TOTAL		699.10	
001100	630000					GAS					
004321	SPIRE	G2022 11.09.22	0	2023	2	INV P		2,866.58	111822	294181	SPIRE VARIOUS DEPTS
								ACCOUNT TOTAL		2,866.58	
001100	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2022 11.1.22	0	2023	2	INV P		3,859.84	111822	294096	MS POWER VARIOUS DE
								ACCOUNT TOTAL		3,859.84	
001100	638400					MOTOR VEHICLE EQ. R&M					
002066	AFFORDABLE EMERGENCY 1006		2300344	2023	1	INV P		95.00	111822	293889	REPAIR TABLET CHARG
002169	AUTOMOTIVE GLASS SPE W253249		2300562	2023	2	INV P		155.00	111822	293913	WINDOW REPAIR UNIT#
003861	PATTERSON AUTO ELECT 81566		2300496	2023	2	INV P		2,689.50	111822	294112	REPAIRS TO UNIT#197
003861	PATTERSON AUTO ELECT 81611		2300155	2023	2	INV P		1,700.00	111822	294112	ENGINE REPAIR TO UN
								4,389.50			
047486	JASPER ENGINE EXC	12155821	228753	2023	2	INV P		5,546.00	111822	294038	ENGINE INSTALL FOR
								ACCOUNT TOTAL		10,185.50	
001100	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	2015000	0	2023	2	INV P		125.00	111822	294019	HAVARD PEST CONTROL
								ACCOUNT TOTAL		125.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	639800										
											TOW IN CHARGES
003389	LARRY'S WRECKER SERV	10064	0	2023	2	INV	P	80.00	111822	294063	TOWING OF UNIT#2042
003389	LARRY'S WRECKER SERV	10334	0	2023	2	INV	P	55.00	111822	294063	TOWING OF VEHICLE F
003389	LARRY'S WRECKER SERV	10337	0	2023	2	INV	P	55.00	111822	294063	TOWING OF UNIT#2042
								190.00			
								ACCOUNT TOTAL	190.00		
001100	684500										
											REGISTRATION FEE/TUITION
002381	C A L E A INC	INV39900	0	2023	2	INV	P	150.00	111822	293932	REGISTRATION FOR LA
004017	REGIONS CARDHOLDER S	1346 - 10-31-2022	0	2023	2	INV	P	25.00	111822	294144	1346 - 10-31-2022 C
								ACCOUNT TOTAL	175.00		
001100	739900										
											OTHER EQUIPMENT
002879	GALL'S LLC	022668181	228428	2023	2	INV	P	419.83	111822	294004	UNIFORM FOR SNIPER
								ACCOUNT TOTAL	419.83		
								ORG 001100 TOTAL	77,956.07		
001131											JOINT P&F TRNG.
											OTHER EXPENDABLE OFF.SPL
001131	501000										
002527	COMMERCIAL STATIONER	462805-0	2300386	2023	1	INV	P	44.38	111822	293967	P/F OFFICE SUPPLIES
								ACCOUNT TOTAL	44.38		
001131	510000										
											CLEANING/JANITORIAL SPLY
002527	COMMERCIAL STATIONER	462801-0	2300381	2023	1	INV	P	116.14	111822	293967	P/F OFFICE SUPPLIES
								ACCOUNT TOTAL	116.14		
001131	5460PO										
											MINOR EQUIPMENT-POLICE
004017	REGIONS CARDHOLDER S	9492 10-31-2022	0	2023	2	INV	P	307.91	111822	294144	9492 10-31-2022 CRE
								ACCOUNT TOTAL	307.91		
001131	630000										
											GAS
004321	SPIRE	G2022 11.3.22	0	2023	2	INV	P	182.80	111822	294181	SPIRE VARIOUS DEPT
								ACCOUNT TOTAL	182.80		
001131	6845FR										
											REGISTRATION-FIRE
004331	STATE FIRE ACADEMY	29839	0	2023	1	INV	P	50.00	111822	294184	P/F TEST RE-TAKE FO
004331	STATE FIRE ACADEMY	29851	0	2023	2	INV	P	40.00	111822	294184	P/F CANCELLATION FE
								90.00			
								ACCOUNT TOTAL	90.00		

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001131	6845PO										
049418	THARPE CONSULTING	HPD DEL 1030		0	REGISTRATION-POLICE						
					2023 2 INV P			550.00	111822	294190	P/F REG C. DANIELS/
					ACCOUNT TOTAL			550.00			
					ORG 001131 TOTAL			1,291.23			
001160					FIRE DIVISION						
001160	510000				CLEANING/JANITORIAL SPLY						
002472	CINTAS FIRST AID J71 4135431269			0	2023 1 INV P			127.23	111822	293951	HFD STATION 9 JANIT
002472	CINTAS FIRST AID J71 4135830117			0	2023 2 INV P			27.89	111822	293951	HFD JANITORIAL AND
002472	CINTAS FIRST AID J71 4136521803			0	2023 2 INV P			27.89	111822	293951	HFD JANITORIAL AND
								183.01			
048909	BRADY COMPANIES, LLC 7652754			2300350	2023 2 INV P			1,177.23	111822	293926	HFD JANITORIAL SUPP
					ACCOUNT TOTAL			1,360.24			
001160	525000				GAS AND OIL						
003388	LARD OIL COMPANY 1190936-IN			2300440	2023 2 INV P			186.71	111822	294062	HFD BAR AND CHAIN O
003918	PINE BELT OIL COMPAN 10/22 FLASHMARKET			0	2023 2 INV P			14.23	111822	294124	POLICE & FIRE FLASH
					ACCOUNT TOTAL			200.94			
001160	525700				DIESEL FUEL						
003918	PINE BELT OIL COMPAN 10/22 FLASHMARKET			0	2023 2 INV P			703.82	111822	294124	POLICE & FIRE FLASH
					ACCOUNT TOTAL			703.82			
001160	535000				UNIFORMS, BADGES, ETC.						
003216	J M H GRAPHICS 36442			2300347	2023 2 INV P			4,035.00	111822	294032	HFD UNIFORMS FOR AL
					ACCOUNT TOTAL			4,035.00			
001160	535500				WEARING APPAREL						
003744	NAFECO-NORTH AMERICA 1172228			2300117	2023 2 INV P			375.23	111822	294099	HFD FIREFIGHTING GE
					ACCOUNT TOTAL			375.23			
001160	545000				HAND TOOLS						
004017	REGIONS CARDHOLDER S 1286 - 10-31-2022			0	2023 2 INV P			777.86	111822	294144	1286 - 10-31-2022 C
					ACCOUNT TOTAL			777.86			
001160	560000				BUILDING MATERIALS & SPLY						
004017	REGIONS CARDHOLDER S 2080 - 10-31-2022			0	2023 2 INV P			298.98	111822	294144	2080 - 10-31-2022 C
049414	LORRIE'S FURNITURE 3592			2300510	2023 2 INV P			4,920.00	111822	294068	HFD MATTRESS REPLAC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			5,218.98			
					ELECTRICAL SUPPLIES						
001160	560500										
002883	GARNER LUMLEY ELECTR	594857	2300308	2023	1	INV	P	249.25	111822	294005	HFD STATION 5 ADDIT
002883	GARNER LUMLEY ELECTR	594931	2300373	2023	1	INV	P	17.56	111822	294005	HFD STATION 5 BUILD
								266.81			
					ACCOUNT TOTAL			266.81			
					PLUMBING SUPPLIES						
001160	561000										
003543	MCELHANEY PLUMBING I	294256	2300523	2023	2	INV	P	24.90	111822	294077	HFD STATION 7 PLUMB
					ACCOUNT TOTAL			24.90			
					MTR VEHICLE REP. PTS/SPL						
001160	570000										
002060	ADVANCE AUTO PARTS	5604227978326	2300045	2023	2	INV	P	4,203.74	111822	293888	HFD UNIT # 18557 EN
002565	COURTESY MOTORS INC	546859	2300371	2023	1	INV	P	477.61	111822	293975	HFD UNIT # 15773 RE
003034	HATTIESBURG HYDRAULI	97667	2300520	2023	2	INV	P	119.00	111822	294018	HFD PRESSURE WASHER
003388	LARD OIL COMPANY	1190503-IN	2300367	2023	1	INV	P	3,438.00	111822	294062	HFD STOCK SUPPLIES
003818	O'REILLY AUTO PARTS	0943-423404	2300456	2023	2	INV	P	200.37	111822	294105	HFD UNIT # 20099 BR
003818	O'REILLY AUTO PARTS	0943-423570	2300503	2023	2	INV	P	97.00	111822	294105	HFD UNIT # 20371 BR
								297.37			
004597	WATERS INTERNATIONAL	08P841051	2300558	2023	2	INV	P	378.01	111822	294215	HFD ABSORBENT PADS
					ACCOUNT TOTAL			8,913.73			
					COMMUNICATION REPAIR PTS						
001160	575000										
003220	JACKSON COMMUNICATIO	167506	2300287	2023	1	INV	P	960.00	111822	294034	HFD SPEAKER MIC FOR
					ACCOUNT TOTAL			960.00			
					SCBA REPAIR PTS/SPL						
001160	575600										
002216	BATTERY WORLD	291931	2300348	2023	1	INV	P	191.88	111822	293918	HFD REPLACEMENT BAT
					ACCOUNT TOTAL			191.88			
					TELEPHONE AND TELEGRAPH						
001160	606000										
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV	P	214.13	111822	293909	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290217384X110522	0	2023	2	INV	P	1,410.68	111822	293908	MB2016-287/WIRELESS
								1,624.81			
					ACCOUNT TOTAL			1,624.81			
					TRAVEL EXPENSE						
001160	611000										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2												
ACCOUNT/VENDOR		INVOICE			PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
004017	REGIONS CARDHOLDER S	1286	-	10-31-2022	0	2023	2	INV P	356.70	111822	294144	1286 - 10-31-2022 C
ACCOUNT TOTAL									356.70			
001160	612000	FREIGHT										
003744	NAFECO-NORTH AMERICA	1172228			2300117	2023	2	INV P	10.76	111822	294099	HFD FIREFIGHTING GE
ACCOUNT TOTAL									10.76			
001160	630000	GAS										
004321	SPIRE	G2022			0	2023	2	INV P	229.94	111822	294181	SPIRE LAKEVIEW RD,
004321	SPIRE	G2022	11.09.22		0	2023	2	INV P	130.39	111822	294181	SPIRE VARIOUS DEPTS
004321	SPIRE	G2022	11.3.22		0	2023	2	INV P	418.27	111822	294181	SPIRE VARIOUS DEPT
									778.60			
ACCOUNT TOTAL									778.60			
001160	630500	ELECTRICITY										
003700	MS POWER COMPANY	E2022	11.1.22		0	2023	2	INV P	1,574.37	111822	294096	MS POWER VARIOUS DE
003873	PEARL RIVER VALLEY E	2022	10.26.22		0	2023	2	INV P	580.19	111822	294115	PEARL RIVER VALLEY
004282	SOUTHERN PINE ELECTR	E2022	11.3.22		0	2023	2	INV P	928.73	111822	294175	SOUTHERN PINE VARIO
ACCOUNT TOTAL									3,083.29			
001160	635000	BUILDING R&M										
004498	UNDERWOOD DOOR COMPA	15103			2300455	2023	2	INV P	250.00	111822	294201	HFD STATION 6 BAY D
004498	UNDERWOOD DOOR COMPA	15104			2300194	2023	2	INV P	600.00	111822	294201	HFD STATION 7 BAY D
004498	UNDERWOOD DOOR COMPA	15105			2300365	2023	2	INV P	854.00	111822	294201	HFD STATION ONE BAY
									1,704.00			
ACCOUNT TOTAL									1,704.00			
001160	638400	MOTOR VEHICLE EQ. R&M										
002700	EAGLE TIRE AND SERVI	INV068474			2300439	2023	2	INV P	146.76	111822	293986	HFD UNIT # 15773 TI
002733	EMERGENCY EQUIPMENT	476577			2300559	2023	2	INV P	1,566.53	111822	293988	HFD UNIT # 18098 EE
003034	HATTIESBURG HYDRAULI	97666			2300522	2023	2	INV P	2,954.95	111822	294018	HFD 15064 LADDER CY
004297	SOUTHERN TIRE MART (	2520107764			2300457	2023	2	INV P	97.00	111822	294176	HFD UNIT # 14517 FL
004299	SOUTHERN TIRE MART L	2520107561			2300263	2023	2	INV P	2,563.00	111822	294177	HFD UNIT # 15064 RE
004316	SPEEDY PRINTING & SI	30850			2300378	2023	2	INV P	235.00	111822	294180	HFD UNIT # 15773 UN
ACCOUNT TOTAL									7,563.24			
001160	641000	OFFICE EQUIPMENT RENT										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
004050	RICOH CORP	37289110	0	2023	2	INV P	192.00	111822	294147	HFD FIRE ADMIN COPI
004050	RICOH CORP	5065976779	0	2023	2	INV P	82.15	111822	294147	HFD FIRE ADMIN COPI
							274.15			
ACCOUNT TOTAL							274.15			
001160	642500			CYLINDER RENT						
004273	SOUTHERN GAS & SUPPL	37323186	0	2023	2	INV P	89.06	111822	294171	HFD OXYGEN BOTTLES
ACCOUNT TOTAL							89.06			
ORG 001160 TOTAL							38,514.00			
001180				LAND DEVEL.ADM.						
001180	501000			OTHER EXPENDABLE OFF.SPL						
004328	STAPLES	3522375680	2300469	2023	2	INV P	73.35	111822	294183	OFFICE SUPPLIES FOR
ACCOUNT TOTAL							73.35			
001180	505000			SUBSCRIPTIONS,MAGS,MAPS						
004017	REGIONS CARDHOLDER S	1346 - 10-31-2022	0	2023	2	INV P	455.40	111822	294144	1346 - 10-31-2022 C
ACCOUNT TOTAL							455.40			
001180	507000			BOOKS						
004017	REGIONS CARDHOLDER S	1286 - 10-31-2022	0	2023	2	INV P	190.00	111822	294144	1286 - 10-31-2022 C
ACCOUNT TOTAL							190.00			
001180	535500			WEARING APPAREL						
004106	SACKS OUTDOOR SUPPLY	000059	2300601	2023	2	INV P	124.95	111822	294158	BOOTS FOR OFFICER D
047040	BOOT COUNTRY	00010000027258	0	2023	1	INV P	259.98	111822	293922	BOOTS FOR OFFICERS
ACCOUNT TOTAL							384.93			
001180	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604231979417	2300640	2023	2	INV P	39.88	111822	293888	TWO GALLONS ANTIFRE
004514	UNIVERSITY TIRE & SE	INV205673	2300569	2023	2	INV P	275.28	111822	294203	TWO TIRES FOR UNIT
ACCOUNT TOTAL							315.16			
001180	601600			TITLE OPINIONS						
004076	ROGERS, KEVIN	TITLEOPINION10.27.22	0	2023	2	INV P	500.00	111822	294156	TITLE OPINIONS - OC
ACCOUNT TOTAL							500.00			
001180	601800			LOT CLEARING						
003718	MSP ENTERPRISES, LLC	111322-0	0	2023	2	INV P	16,113.76	111822	294097	MB 2021-340 - LOT C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL						16,113.76				
001180	604900			OTHER PROFESSIONAL SERV.						
004075	RODCO, LLC	1837	0	2023	1	INV P	500.00	111822	294155	PLAN REVIEW - 7 EVE
ACCOUNT TOTAL						500.00				
001180	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV P	924.86	111822	293909	MB2016-287/WIRELESS
ACCOUNT TOTAL						924.86				
001180	615000			ADVERTISING						
003141	HUB CITY SPOKES	101013	0	2023	2	INV P	100.16	111822	294029	CITY WIDE ADS & NOT
ACCOUNT TOTAL						100.16				
ORG 001180 TOTAL						19,557.62				
001190	P/S CONTRAC.SER									
001190	681500			JAIL EXPENSE						
003371	LAMAR CTY SHERIFF	10.01.22-10.31.22	0	2023	2	INV P	150.00	111822	294059	OCTOBER 2022 HOUSIN
049423	COVINGTON COUNTY	10.27.22-10.28.22	0	2023	2	INV P	80.00	111822	293977	OCT. 2022 HOUSING O
ACCOUNT TOTAL						230.00				
ORG 001190 TOTAL						230.00				
001191	TRAFFIC MAINT.									
001191	554000			TRAFFIC CONTROL EQ. SPLY.						
003953	POWELL CONSTRUCTION	4027	0	2023	2	INV P	4,582.00	111822	294130	TRAFFIC SIGNAL POLE
ACCOUNT TOTAL						4,582.00				
001191	554500			TRAFFIC SIGNS						
002795	FASTENAL COMPANY	MSHAT235225	2300201	2023	2	INV P	350.00	111822	293997	TRAFFIC BOLTS
004316	SPEEDY PRINTING & SI	30812	2300152	2023	2	INV P	279.00	111822	294180	STREET MARKERS
004316	SPEEDY PRINTING & SI	30869	2300478	2023	2	INV P	200.00	111822	294180	TRANSIT SIGN
004316	SPEEDY PRINTING & SI	30870	2300402	2023	2	INV P	1,899.00	111822	294180	STREET MARKERS
						2,378.00				
ACCOUNT TOTAL						2,728.00				
001191	555000			STREET MARKING SUPPLIES						
004316	SPEEDY PRINTING & SI	30864	2300462	2023	2	INV P	40.00	111822	294180	PARKING SIGN
ACCOUNT TOTAL						40.00				
001191	565000			PAINT AND PAINTING SPLY.						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004017	REGIONS CARDHOLDER S	2080 - 10-31-2022	0	2023	2	INV	P		409.32	111822	294144 2080 - 10-31-2022 C
ACCOUNT TOTAL									409.32		
001191	570000			MTR VEHICLE REP. PTS/SPL							
002168	AUTO ZONE	0139327899	2300247	2023	2	INV	P		37.04	111822	293912 UNIT 18603 VEHICLE
002168	AUTO ZONE	0139327900	2300250	2023	2	INV	P		139.99	111822	293912 UNIT 14497 VEHICLE
002168	AUTO ZONE	0139327901	2300249	2023	2	INV	P		220.01	111822	293912 UNIT 11428 VEHICLE
002168	AUTO ZONE	0139328231	2300273	2023	2	INV	P		120.64	111822	293912 UNIT 14497 VEHICLE
									517.68		
004514	UNIVERSITY TIRE & SE	INV204509	2300261	2023	2	INV	P		523.52	111822	294203 UNIT 14497 VEHICLE
048827	CARQUEST	14758-18076	2300461	2023	2	INV	P		411.69	111822	293938 UNIT 11428 TRAFFIC
ACCOUNT TOTAL									1,452.89		
001191	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV	P		71.30	111822	293909 MB2016-287/WIRELESS
ACCOUNT TOTAL									71.30		
001191	630000			GAS							
004321	SPIRE	G2022 11.09.22	0	2023	2	INV	P		115.64	111822	294181 SPIRE VARIOUS DEPTS
ACCOUNT TOTAL									115.64		
001191	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4135828218		0	2023	2	INV	P		25.00	111822	293949 TRAFFIC UNIFORM S
002471	CINTAS CORPORATION # 4136519231		0	2023	2	INV	P		25.00	111822	293949 TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION # 4137220353		0	2023	2	INV	P		25.00	111822	293949 TRAFFIC UNIFORM S
									75.00		
ACCOUNT TOTAL									75.00		
001191	643500			MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION # 4135827859		0	2023	2	INV	P		7.70	111822	293949 TRAFFIC MATS SC/8
002471	CINTAS CORPORATION # 4136518894		0	2023	2	INV	P		7.70	111822	293949 TRAFFIC MATS SC/8
002471	CINTAS CORPORATION # 4137219739		0	2023	2	INV	P		7.70	111822	293949 TRAFFIC SC/8200044
									23.10		
ACCOUNT TOTAL									23.10		
001191	687000			CUSTODIAL SERVICE							
002037	AB SUPPORT SERVICES 4b1009		2300002	2023	2	INV	P		325.00	111822	293883 JANITORIAL CLEANING
ACCOUNT TOTAL									325.00		
ORG 001191 TOTAL									9,822.25		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001201					STREET DIV.						
001201	510000				CLEANING/JANITORIAL SPLY						
	003772	NEWELL PAPER COMPANY	4142757		2300450	2023	2	INV P	514.60	111822	294101 ITEM 7800545 BLACK
					ACCOUNT TOTAL				514.60		
001201	513000				CHEMICALS						
	002443	CERTIFIED LABORATORI	7991892		2300136	2023	1	INV P	2,957.15	111822	293942 DIESEL MATE/TREATME
					ACCOUNT TOTAL				2,957.15		
001201	540000				ASPHALT & ASPHALT PROD.						
	004586	WARREN PAVING INC	68108		2300146	2023	1	INV P	350.05	111822	294212 ASPHALT FOR VARIOUS
	004586	WARREN PAVING INC	68507		2300146	2023	1	INV P	402.04	111822	294212 ASPHALT FOR VARIOUS
	004586	WARREN PAVING INC	68532		2300146	2023	1	INV P	228.23	111822	294212 ASPHALT FOR VARIOUS
	004586	WARREN PAVING INC	68725		2300146	2023	1	INV P	250.97	111822	294212 ASPHALT FOR VARIOUS
	004586	WARREN PAVING INC	68826		2300146	2023	1	INV P	153.51	111822	294212 ASPHALT FOR VARIOUS
	004586	WARREN PAVING INC	68833		2300146	2023	1	INV P	397.98	111822	294212 ASPHALT FOR VARIOUS
	004586	WARREN PAVING INC	68970		2300146	2023	1	INV P	304.57	111822	294212 ASPHALT FOR VARIOUS
	004586	WARREN PAVING INC	68986		0	2023	1	INV P	384.17	111822	294212 REF TO PO2300146/AS
	004586	WARREN PAVING INC	69118		0	2023	1	INV P	427.21	111822	294212 REF TO PO 2300146/
	004586	WARREN PAVING INC	69218		0	2023	1	INV P	155.94	111822	294212 REF TO PO 2300146/A
	004586	WARREN PAVING INC	69245		0	2023	1	INV P	311.08	111822	294212 REF TO PO 2300146/A
	004586	WARREN PAVING INC	69320		0	2023	1	INV P	120.21	111822	294212 REF TO PO 2300146/A
									3,485.96		
					ACCOUNT TOTAL				3,485.96		
001201	541000				BRICK,STONE,MORTAR,ETC.						
	049415	VULCAN MATERIALS	51260074		2300534	2023	2	INV P	2,300.77	111822	294209 610 LIMESTONE/VARIO
					ACCOUNT TOTAL				2,300.77		
001201	559000				OTHER OPERATING MATL/SPLY						
	002472	CINTAS FIRST AID J71	5130521950		0	2023	1	INV P	360.76	111822	293951 GLOVES AND SAFETY G
	004256	SOLAR SUPPLY INC	3458806		2300383	2023	1	INV P	333.30	111822	294169 A/C UNIT IN FUEL ST
					ACCOUNT TOTAL				694.06		
001201	570000				MTR VEHICLE REP. PTS/SPL						
	002166	AUTO ARMATURE SERVIC	29695		2300327	2023	1	INV P	199.95	111822	293911 BATTERY/UNIT 21723
	003034	HATTIESBURG HYDRAULI	97475		2300215	2023	2	INV P	93.04	111822	294018 UNIT 16007 12 VDC 2
	004139	SCOTTS HYDRAULIC SER	52822		2300627	2023	1	INV P	594.60	111822	294159 REPAIRS ON UNIT #16
	004297	SOUTHERN TIRE MART (	2520107328		2300521	2023	1	INV P	6,950.72	111822	294176 TRAILER TIRES
	004354	STRIBLING EQUIPMENT	CS006119912:01		2300384	2023	2	INV P	270.89	111822	294186 UNIT 21466 BELT TEN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
048827	CARQUEST	14758-18421	2300236	2023	1	INV P	301.00	111822	293938 PARTS/UNIT 17530
						ACCOUNT TOTAL	8,410.20		
001201	575500					AGRICLTRL REPAIR PTS/SPL			
002577	CRAIN TRACTOR & EQUI	R080894	2300174	2023	1	INV P	1,352.86	111822	293978 PARTS/UNIT 16724
						ACCOUNT TOTAL	1,352.86		
001201	604900					OTHER PROFESSIONAL SERV.			
002460	CHEMPRO SERVICES	16901	227320	2023	2	INV P	16,150.00	111822	293944 TWO QUOTE/CHEMPRO S
048676	PROCARE LANDS	7	0	2023	2	INV P	3,000.00	111822	294134 MNTHLY MAINTENANCE
048836	PAYTON, RAY A.	10081	0	2023	2	INV P	2,500.00	111822	294113 MAINTENANCE OLD AIR
048966	MARTINEZ DAVID J	105	0	2023	2	INV P	4,500.00	111822	294074 MAINTENANCE AT INTE
048966	MARTINEZ DAVID J	106	0	2023	2	INV P	1,500.00	111822	294074 MNTHLY MAINTENANCE
							6,000.00		
						ACCOUNT TOTAL	27,650.00		
001201	611000					TRAVEL EXPENSE			
004017	REGIONS CARDHOLDER S	9492 10-31-2022	0	2023	2	INV P	192.00	111822	294144 9492 10-31-2022 CRE
						ACCOUNT TOTAL	192.00		
001201	638400					MOTOR VEHICLE EQ. R&M			
004139	SCOTTS HYDRAULIC SER	52822	2300627	2023	1	INV P	1,218.00	111822	294159 REPAIRS ON UNIT #16
						ACCOUNT TOTAL	1,218.00		
001201	638700					AGRICULTURAL EQ. R&M			
002083	ALLBRITTON CHAIN SAW	13684	2300050	2023	1	INV P	128.30	111822	293894 REPAIRS ON WEED EA
002083	ALLBRITTON CHAIN SAW	13685	2300050	2023	1	INV P	200.78	111822	293894 REPAIRS ON WEED EA
002083	ALLBRITTON CHAIN SAW	13875	2300050	2023	1	INV P	137.19	111822	293894 REPAIRS ON WEED EA
002083	ALLBRITTON CHAIN SAW	13876	2300050	2023	1	INV P	183.49	111822	293894 REPAIRS ON WEED EA
002083	ALLBRITTON CHAIN SAW	14299	2300437	2023	1	INV P	120.17	111822	293894 WEEDEATERS REPAIRS
002083	ALLBRITTON CHAIN SAW	14300	2300437	2023	1	INV P	140.49	111822	293894 WEEDEATERS REPAIRS
							910.42		
004139	SCOTTS HYDRAULIC SER	52543	2300325	2023	1	INV P	482.25	111822	294159 PARTS/UNIT 18035
						ACCOUNT TOTAL	1,392.67		
001201	643000					UNIFORM RENT			
002471	CINTAS CORPORATION #	4135828066	0	2023	2	INV P	56.80	111822	293947 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4135828106	0	2023	2	INV P	44.39	111822	293948 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4135828195	0	2023	2	INV P	102.92	111822	293947 UNIFORMS SC 8200044

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION
002471	CINTAS	CORPORATION	# 4135828226			0	2023	2	INV	P	18.56	111822	293949	MATS SC 8200044758
002471	CINTAS	CORPORATION	# 4136519029			0	2023	2	INV	P	44.39	111822	293948	UNIFORM SC 82000447
002471	CINTAS	CORPORATION	# 4136519047			0	2023	2	INV	P	55.24	111822	293947	UNIFORM SC 82000447
002471	CINTAS	CORPORATION	# 4136519124			0	2023	2	INV	P	156.46	111822	293946	UNIFORM SC 82000447
002471	CINTAS	CORPORATION	# 4136519274			0	2023	2	INV	P	18.56	111822	293949	UNIFORMS SC 8200044
002471	CINTAS	CORPORATION	# 4136519320			0	2023	2	INV	P	61.59	111822	293947	UNIFORM SC 82000447
002471	CINTAS	CORPORATION	# 4137220144			0	2023	2	INV	P	91.48	111822	293947	UNIFORMS SC 8200044
002471	CINTAS	CORPORATION	# 4137220185			0	2023	2	INV	P	113.98	111822	293947	UNIFORMS SC 8200044
002471	CINTAS	CORPORATION	# 4137220196			0	2023	2	INV	P	101.61	111822	293947	UNIFORMS SC 8200044
002471	CINTAS	CORPORATION	# 4137220333			0	2023	2	INV	P	18.56	111822	293949	UNIFORMS SC 8200044
002471	CINTAS	CORPORATION	# 4137220366			0	2023	2	INV	P	54.09	111822	293947	UNIFORMS SC 8200044
											938.63			
ACCOUNT TOTAL											938.63			
ORG 001201							TOTAL		51,106.90					
001202 STREET LIGHTS														
001202 630500 ELECTRICITY														
003700	MS POWER COMPANY	E2022	10.26.22			0	2023	2	INV	P	101.04	111822	294096	MS POWER 107 S 17TH
003700	MS POWER COMPANY	e2022	10.28.22			0	2023	2	INV	P	144.58	111822	294096	MSPower 606 MOBILE
003700	MS POWER COMPANY	E2022	11.1.22			0	2023	2	INV	P	3,399.58	111822	294096	MS POWER VARIOUS DE
											3,645.20			
003873	PEARL RIVER VALLEY	E	2022 10.21.22			0	2023	2	INV	P	1,254.60	111822	294115	PEARL VALLEY ELECTR
003873	PEARL RIVER VALLEY	E	2022 10.26.22			0	2023	2	INV	P	2,879.35	111822	294115	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY	E	2022 10.31.22			0	2023	2	INV	P	396.00	111822	294115	PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY	E	2022 11.4.22			0	2023	2	INV	P	820.43	111822	294115	PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY	E	2022 11.8.22			0	2023	2	INV	P	486.09	111822	294115	PRVEPA VARIOUS DEPT
											5,836.47			
004282	SOUTHERN PINE ELECTR	E2022	11.3.22			0	2023	2	INV	P	1,588.47	111822	294175	SOUTHERN PINE VARIO
ACCOUNT TOTAL											11,070.14			
ORG 001202							TOTAL		11,070.14					
001203 ENGR/PUBLIC SER														
001203 501000 OTHER EXPENDABLE OFF.SPL														
003810	OFFICE PRODUCTS PLUS	999383-0				2300614	2023	2	INV	P	353.25	111822	294107	ENGINEERING DEPT OF
003810	OFFICE PRODUCTS PLUS	999383-1				2300614	2023	2	INV	P	91.00	111822	294107	ENGINEERING DEPT OF
											444.25			
004017	REGIONS CARDHOLDER	S	1708 - 10-31-2022			0	2023	2	INV	P	181.89	111822	294144	1708 - 10-31-2022 C
ACCOUNT TOTAL											626.14			
001203 601500 ENGINEERING														

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004197	SHOWS DEARMAN & WAIT	23078	0		2023	2	INV	P	7,382.50	111822	294165 MB 2012-1/34 GENERA
ACCOUNT TOTAL									7,382.50		
001203	604900				OTHER PROFESSIONAL SERV.						
002892	GEO-JOBE GIS CONSULT	5061	0		2023	2	INV	P	11,500.00	111822	294006 MB 2013-24 WEB HOST
004280	SOUTHERN MS PLANNING	12637	0		2023	2	INV	P	392.15	111822	294173 MB 2017-164 LAMAR B
ACCOUNT TOTAL									11,892.15		
001203	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X110822	0		2023	2	INV	P	214.46	111822	293909 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287289913717X110522	0		2023	2	INV	P	52.06	111822	293906 MB2016-287/WIRELESS
									266.52		
ACCOUNT TOTAL									266.52		
001203	613000				MESSENGER/EXPRESS SERV.						
002798	FEDERAL EXPRESS	7-940-88642	0		2023	2	INV	P	75.18	111822	293999 PACKAGES TO EPA AND
ACCOUNT TOTAL									75.18		
001203	630000				GAS						
004321	SPIRE	G2022 11.3.22	0		2023	2	INV	P	48.82	111822	294181 SPIRE VARIOUS DEPT
ACCOUNT TOTAL									48.82		
001203	684500				REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	1708 - 10-31-2022	0		2023	2	INV	P	185.00	111822	294144 1708 - 10-31-2022 C
ACCOUNT TOTAL									185.00		
001203	687000				CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	4b1009	2300002		2023	2	INV	P	425.00	111822	293883 JANITORIAL CLEANING
ACCOUNT TOTAL									425.00		
ORG 001203 TOTAL									20,901.31		
001204					SHOP DIVISION						
001204	525500				LUBRICANTS						
004583	WARING OIL CO (GULFP	189717	2300358		2023	2	INV	P	1,950.00	111822	294211 LUBRICANT OIL/PW SH
ACCOUNT TOTAL									1,950.00		
001204	559000				OTHER OPERATING MATL/SPLY						
048827	CARQUEST	14758-18028	2300415		2023	1	INV	P	50.79	111822	293938 PARTS FOR MECHANIC
048827	CARQUEST	14758-18032	2300438		2023	1	INV	P	28.36	111822	293939 STRING FOR PW SHOP
048827	CARQUEST	14758-18302	2300245		2023	2	INV	P	26.79	111822	293939 BRAKE FLUID-DOT/PW

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									105.94		
ACCOUNT TOTAL									105.94		
001204	560000	BUILDING MATERIALS & SPLY									
003993	QUALITY ELECTRIC COM	6004	2300587	2023	2	INV	P	6.00	111822	294138	SUPPLIES FOR MECHAN
ACCOUNT TOTAL									6.00		
001204	570000	MTR VEHICLE REP. PTS/SPL									
003993	QUALITY ELECTRIC COM	6004	2300587	2023	2	INV	P	933.95	111822	294138	SUPPLIES FOR MECHAN
048827	CARQUEST	14758-18217	2300499	2023	2	INV	P	82.01	111822	293938	PARTS FOR UNIT#1592
048827	CARQUEST	14758-18235	2300507	2023	2	INV	P	85.24	111822	293938	PARTS FOR UNIT#1592
									167.25		
ACCOUNT TOTAL									1,101.20		
001204	630000	GAS									
004321	SPIRE	G2022 11.3.22	0	2023	2	INV	P	847.98	111822	294181	SPIRE VARIOUS DEPT
ACCOUNT TOTAL									847.98		
001204	642500	CYLINDER RENT									
002071	AIRGAS USA LLC (NORD	9992350814	0	2023	2	INV	P	418.11	111822	293892	CYLINDER RENTAL/PW
ACCOUNT TOTAL									418.11		
001204	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4135828150	0	2023	1	INV	P	61.89	111822	293947	UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION #	4136519065	0	2023	2	INV	P	51.33	111822	293947	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4136519201	0	2023	2	INV	P	61.89	111822	293947	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4137220291	0	2023	2	INV	P	61.89	111822	293947	UNIFORM RENTAL/PW S
									237.00		
ACCOUNT TOTAL									237.00		
ORG 001204 TOTAL									4,666.23		
001205	G O & F S DIV.										
001205	604900	OTHER PROFESSIONAL SERV.									
003186	INSTALLATION PLUS	10576	0	2023	1	INV	P	562.00	111822	294030	REPAIRS TO PUMP 3 A
003186	INSTALLATION PLUS	10637	0	2023	2	INV	P	75.00	111822	294030	MONTHLY MONITORING
									637.00		
ACCOUNT TOTAL									637.00		
001205	606000	TELEPHONE AND TELEGRAPH									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV P	481.49	111822	293909	MB2016-287/WIRELESS	
002160	AT&T MOBILITY	287290252011X110522	0	2023	2	INV P	1,653.83	111822	293907	MB2016-287/WIRELESS	
							2,135.32				
ACCOUNT TOTAL							2,135.32				
ORG 001205 TOTAL							2,772.32				
DRAINAGE DIV.											
001206	729500	OTHER IMPROVEMENTS									
002487	CLEARPOINT CONSULTIN	73882010-00001	0	2023	2	INV P	7,500.00	111822	293959	MB 2021-565 DRAINAG	
004058	RJM MCQUEEN CONTRACT	2702	0	2023	2	INV P	15,433.00	111822	294150	MB 2022-680 SHADOW	
004058	RJM MCQUEEN CONTRACT	2705	0	2023	2	INV P	14,464.00	111822	294150	MB 2022-680 PEARL R	
							29,897.00				
004197	SHOWS DEARMAN & WAIT	23026	0	2023	1	INV P	4,422.50	111822	294165	MB 2012-1/34 SHADOW	
004197	SHOWS DEARMAN & WAIT	23051	0	2023	1	INV P	1,250.00	111822	294165	MB 2012-1/34 COUNTR	
004197	SHOWS DEARMAN & WAIT	23081	0	2023	2	INV P	750.00	111822	294165	MB 2012-1/34 DRAIN	
							6,422.50				
ACCOUNT TOTAL							43,819.50				
ORG 001206 TOTAL							43,819.50				
CONSTRUCTION											
001207	559000	OTHER OPERATING MATL/SPLY									
002215	BATTERIES PLUS BULBS	P56632547	2300498	2023	2	INV P	26.40	111822	293917	BATTERIES FOR CONST	
002215	BATTERIES PLUS BULBS	P56632756	2300498	2023	2	INV P	26.40	111822	293917	BATTERIES FOR CONST	
							52.80				
002714	ECONOMY SUPPLY CO	087749	2300589	2023	2	INV P	23.90	111822	293987	TAPE FOR TWIN FORK	
002795	FASTENAL COMPANY	MSHAT235462	2300403	2023	1	INV P	359.76	111822	293997	DUCT TAPE/CONST DEP	
ACCOUNT TOTAL							436.46				
ELECTRICAL SUPPLIES											
001207	560500										
002215	BATTERIES PLUS BULBS	P56989269	2300642	2023	2	INV P	7.94	111822	293917	BATTERIES FOR CHRIS	
002901	GILKEY ELECTRIC SUPP	364051	2300352	2023	1	INV P	50.00	111822	294007	REMOTE FOR CHRISTMA	
002901	GILKEY ELECTRIC SUPP	364111	2300377	2023	2	INV P	65.00	111822	294007	HALLOWEEN FLOAT/CON	
002901	GILKEY ELECTRIC SUPP	364820	2300543	2023	2	INV P	90.60	111822	294007	CHRISTMAS LIGHTS/CO	
002901	GILKEY ELECTRIC SUPP	364856	2300591	2023	2	INV P	35.00	111822	294007	LED LIGHTS /EMPLOYE	
							240.60				
ACCOUNT TOTAL							248.54				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001207	570000							MTR VEHICLE REP.	PTS/SPL				
047346	HATTIESBURG CYCLES	2037477		2300590	2023	2	INV	P			75.62	111822	294017 SWITCH-ASSY/CONST D
								ACCOUNT TOTAL			75.62		
001207	604900							OTHER PROFESSIONAL SERV.					
002523	COMCAST CABLEVISION	11.01.22-11.30.22	0		2023	2	INV	P			141.11	111822	293966 COMCAST CABLE/ACCT#
003191	INTERFACE SECURITY S	20342004	0		2023	1	INV	P			46.99	111822	294031 INTERFACE SECURITY
								ACCOUNT TOTAL			188.10		
001207	606000							TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X110822	0		2023	2	INV	P			122.60	111822	293909 MB2016-287/WIRELESS
								ACCOUNT TOTAL			122.60		
001207	638300							GENERATOR R&M					
047490	PRECISION COMMUNICAT	19072	0		2023	2	INV	P			6,848.28	111822	294132 SERVICE CONTRACT FO
								ACCOUNT TOTAL			6,848.28		
001207	639100							DOWNTOWN LIGHTS R&M					
002901	GILKEY ELECTRIC SUPP	363973		2300406	2023	2	INV	P			199.74	111822	294007 MOBILE STREET LIGHT
								ACCOUNT TOTAL			199.74		
001207	639800							TOW IN CHARGES					
003389	LARRY'S WRECKER SERV	10356	0		2023	2	INV	P			65.00	111822	294063 TOW UNIT#19553 FROM
								ACCOUNT TOTAL			65.00		
001207	642500							CYLINDER RENT					
002071	AIRGAS USA LLC (NORD	9992350815	0		2023	2	INV	P			207.71	111822	293892 CYLINDER RENTAL/CON
								ACCOUNT TOTAL			207.71		
001207	643000							UNIFORM RENT					
002471	CINTAS CORPORATION #	4135828060	0		2023	1	INV	P			51.33	111822	293948 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4137220068	0		2023	2	INV	P			51.33	111822	293947 UNIFORM RENTAL/CONS
											102.66		
								ACCOUNT TOTAL			102.66		
								ORG 001207 TOTAL			8,494.71		
001220								SANITATION DIV.					
001220	545000							HAND TOOLS					
002714	ECONOMY SUPPLY CO	086881		2300229	2023	2	INV	P			304.05	111822	293987 QUIKCRETE/RAKES FOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
ACCOUNT TOTAL								304.05			
001220	559000	OTHER OPERATING MATL/SPLY									
004327	STANDARD OFFICE SUPP	h10518-00	2300470	2023	2	INV	P	270.99	111822	294182	AWARD PLAQUE/CERTIF
ACCOUNT TOTAL								270.99			
001220	560000	BUILDING MATERIALS & SPLY									
002714	ECONOMY SUPPLY CO	086881	2300229	2023	2	INV	P	7.70	111822	293987	QUIKCRETE/RAKES FOR
ACCOUNT TOTAL								7.70			
001220	570000	MTR VEHICLE REP. PTS/SPL									
002252	BIG IRON DIESEL REPA	R05124	0	2023	2	INV	P	3,284.63	111822	293919	DONE WITHOUT PO/TEA
002539	CONNECTOR SPECIALIST	01122141	2300477	2023	2	INV	P	755.33	111822	293968	HOSES FOR SANITATIO
002714	ECONOMY SUPPLY CO	087007	2300473	2023	2	INV	P	114.59	111822	293987	MAILBOX REPAIR 101
002739	EMPIRE TRUCK SALES(J	CE006202726:01	2300476	2023	2	INV	P	689.88	111822	293989	FUEL FILTERS FOR UN
002739	EMPIRE TRUCK SALES(J	CE006202960:01	2300565	2023	2	INV	P	1,379.45	111822	293989	UNIT 19948 FUEL TAN
002739	EMPIRE TRUCK SALES(J	CE006203004:01	2300516	2023	2	INV	P	14.84	111822	293989	REFLEX MARKER KIT
								2,084.17			
004139	SCOTTS HYDRAULIC SER	52580	2300357	2023	2	INV	P	4,193.03	111822	294159	UNIT 19755 CYLINDER
004139	SCOTTS HYDRAULIC SER	52676	0	2023	2	INV	P	4,859.43	111822	294159	TEAR DOWN & REPAIR
004139	SCOTTS HYDRAULIC SER	52738	2300551	2023	2	INV	P	1,297.94	111822	294159	UNIT 19947 TAILGATE
004139	SCOTTS HYDRAULIC SER	52854	2300649	2023	2	INV	P	500.25	111822	294159	SANITATION UNIT 199
								10,850.65			
004465	TRUCKPRO LLC	039-0709607	2300583	2023	2	INV	P	1,151.23	111822	294198	UNIT 21727-BRAKES F
004583	WARING OIL CO (GULFP	187973	2300258	2023	2	INV	P	844.80	111822	294211	DEF FOR SANITATION
004597	WATERS INTERNATIONAL	08P840699	2300518	2023	2	INV	P	44.72	111822	294215	REFLECTOR LIGHTS FO
004597	WATERS INTERNATIONAL	08S829750	2300185	2023	2	INV	P	1,630.74	111822	294215	UNIT 14408 DIAGNOST
								1,675.46			
047021	HINTON, ANTHONY	000111	0	2023	2	INV	P	360.00	111822	294024	SERVICE CALL UNIT 2
048827	CARQUEST	14758-17889	2300355	2023	2	INV	P	108.02	111822	293938	UNIT 20596 CALIPER/
048827	CARQUEST	14758-18145	2300475	2023	2	INV	P	30.96	111822	293939	UNIT 20068 REPAIR-S
								138.98			
ACCOUNT TOTAL								21,259.84			
001220	612000	FREIGHT									
002739	EMPIRE TRUCK SALES(J	CE006202960:01	2300565	2023	2	INV	P	50.00	111822	293989	UNIT 19948 FUEL TAN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004139	SCOTTS HYDRAULIC SER 52854	2300649	2023	2	INV	P			35.26	111822	294159 SANITATION UNIT 199
	ACCOUNT TOTAL								85.26		
001220	638400	MOTOR VEHICLE EQ. R&M									
004297	SOUTHERN TIRE MART (2520108939	2300552	2023	2	INV	P			2,245.26	111822	294176 TIRES FOR SANITATIO
	ACCOUNT TOTAL								2,245.26		
001220	639800	TOW IN CHARGES									
003253	JOHNNY'S WRECKER SER 44628	0	2023	2	INV	P			475.00	111822	294043 TOW UNIT 20074 TO B
003253	JOHNNY'S WRECKER SER 44654	0	2023	2	INV	P			375.00	111822	294043 TOW UNIT 15892 TO E
003253	JOHNNY'S WRECKER SER 44658	0	2023	2	INV	P			425.00	111822	294043 TOW UNIT 19948 FROM
									1,275.00		
	ACCOUNT TOTAL								1,275.00		
001220	643000	UNIFORM RENT									
002471	CINTAS CORPORATION # 4135828504	0	2023	2	INV	P			224.06	111822	293946 SC#200044758-SANIT.
002471	CINTAS CORPORATION # 4136519615	0	2023	2	INV	P			258.31	111822	293946 SC 8200044758-SANIT
002471	CINTAS CORPORATION # 4137220568	0	2023	2	INV	P			236.07	111822	293946 SC 8200044758-SANIT
									718.44		
	ACCOUNT TOTAL								718.44		
001220	643500	MOP-MAT-RAG RENT									
002471	CINTAS CORPORATION # 4136518965	0	2023	2	INV	P			37.30	111822	293948 SC#8200044758-SANIT
002471	CINTAS CORPORATION # 4137219815	0	2023	2	INV	P			37.30	111822	293948 SC200044758-SANITAT
002471	CINTAS CORPORATION # 415828033	0	2023	2	INV	P			35.04	111822	293948 SC#8200044758-SANIT
									109.64		
	ACCOUNT TOTAL								109.64		
001220	688000	TIPPING FEES									
002007	98 WASTE LLC 4686	0	2023	2	INV	P			13,300.00	111822	293881 MB2016-322 SANITATI
002007	98 WASTE LLC 4706	0	2023	2	INV	P			3,360.00	111822	293881 MB2016-322-PARKS &
002007	98 WASTE LLC 4734	0	2023	2	INV	P			6,034.00	111822	293881 MB 2016-322 CODE EN
									22,694.00		
003798	NORTHGATE LAND & TIM 968	0	2023	2	INV	P			96.00	111822	294103 DONE WITHOUT PO/RED
003920	PINE BELT REGIONAL S 7007	0	2023	2	INV	P			34,931.23	111822	294125 MB197-1/451-484 OCT
004591	WASTE MANAGEMENT OF 0013430-2526-6	0	2023	2	INV	P			2,351.06	111822	294214 MB2003-5/484-SANITA
	ACCOUNT TOTAL								60,072.29		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001220 689000									
004030 REPUBLIC SERVICES IN	0991-000341088	2300081	2023	2	INV P	20,392.83	111822	294145	OPEN P.O.-RECYCLING
						ACCOUNT TOTAL	20,392.83		
		ORG 001220		TOTAL		106,741.30			
001250									
001250 570000									
048827 CARQUEST	14758-17902	2300385	2023	2	INV P	196.44	111822	293938	FOR ALL MOWERS OIL
						ACCOUNT TOTAL	196.44		
		ORG 001250		TOTAL		196.44			
001402									
001402 715007									
004205 SIGNS FIRST	H-76108	221499	2023	2	INV P	46,354.84	111822	294166	TWO-QUOTE PUBLIC SA
						ACCOUNT TOTAL	46,354.84		
		ORG 001402		TOTAL		46,354.84			
001551									
001551 560500									
048765 AIRPORT LIGHTING COM	51861	227752	2023	2	INV P	614.75	111822	293893	VPAPI PRINTED CIRCU
						ACCOUNT TOTAL	614.75		
001551 604900									
004440 TIMCOACRE, LLC	22-041299	0	2023	2	INV P	2,112.00	111822	294192	AERIAL HERBICIDE AP
						ACCOUNT TOTAL	2,112.00		
001551 630000									
004321 SPIRE	G2022 11.3.22	0	2023	2	INV P	37.03	111822	294181	SPIRE VARIOUS DEPT
						ACCOUNT TOTAL	37.03		
		ORG 001551		TOTAL		2,763.78			
001553									
001553 502000									
003825 OWENS BUSINESS MACHI	453938	0	2023	2	INV P	36.30	111822	294108	CONTRACT SERVICING
						ACCOUNT TOTAL	36.30		
001553 546000									
002471 CINTAS CORPORATION #	5131313052	2300407	2023	2	INV P	182.73	111822	293946	MINOR EQUIPMENT
048827 CARQUEST	14758-18411	2300567	2023	2	INV P	515.35	111822	293938	BATTERY CHARGER FOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									698.08		
001553	570000					MTR VEHICLE REP.	PTS/SPL				
048827	CARQUEST	14758-18453	2300586	2023	2	INV	P	65.91	111822	293938	FUEL FILTER FOR UNI
ACCOUNT TOTAL									65.91		
001553	575500					AGRICLTRL REPAIR	PTS/SPL				
003034	HATTIESBURG HYDRAULI	97804	2300646	2023	2	INV	P	334.26	111822	294018	HYDRAULIC HOSES FOR
004544	VERMEER MIDSOUTH INC	00343136	2300442	2023	2	INV	P	443.74	111822	294206	SWITCHES FOR VERMEE
ACCOUNT TOTAL									778.00		
001553	604900					OTHER PROFESSIONAL	SERV.				
002471	CINTAS CORPORATION #	5130521928	0	2023	1	INV	P	31.40	111822	293948	SERVICE OF FIRST AI
002471	CINTAS CORPORATION #	5133305670	0	2023	2	INV	P	29.18	111822	293948	MEDICINE CABINET SE
									60.58		
003634	MOLLY MAID	10-22	0	2023	2	INV	P	245.00	111822	294091	MB#2005-2/267 CLEAN
003634	MOLLY MAID	11-22	0	2023	2	INV	P	245.00	111822	294091	MB#2005-2/267 CLEAN
									490.00		
ACCOUNT TOTAL									550.58		
001553	606000					TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV	P	114.60	111822	293909	MB2016-287/WIRELESS
ACCOUNT TOTAL									114.60		
001553	612000					FREIGHT					
004544	VERMEER MIDSOUTH INC	00343136	2300442	2023	2	INV	P	32.50	111822	294206	SWITCHES FOR VERMEE
ACCOUNT TOTAL									32.50		
001553	630000					GAS					
004321	SPIRE	G2022 11.3.22	0	2023	2	INV	P	33.10	111822	294181	SPIRE VARIOUS DEPT
ACCOUNT TOTAL									33.10		
001553	630500					ELECTRICITY					
003873	PEARL RIVER VALLEY E	2022 10.26.22	0	2023	2	INV	P	40.85	111822	294115	PEARL RIVER VALLEY
ACCOUNT TOTAL									40.85		
001553	638000					FIXED EQUIPMENT R&M					
004504	UNITED FENCE COMPANY	2478	2300474	2023	2	INV	P	287.00	111822	294202	REPLACE SOLAR PANEL
ACCOUNT TOTAL									287.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001553	639400					DISINFECT./EXTERMINATION			
003040	HAVARD	PEST CONTROL	2015039	0	2023 2 INV P	60.00	111822	294019	HAVARD PEST CONTROL
ACCOUNT TOTAL						60.00			
001553	643000					UNIFORM RENT			
002471	CINTAS	CORPORATION # 4133075491		0	2023 1 INV P	51.15	111822	293948	ST CONT# 8200044758
002471	CINTAS	CORPORATION # 4133752756		0	2023 1 INV P	54.89	111822	293947	ST CONT# 8200044758
002471	CINTAS	CORPORATION # 4134440829		0	2023 1 INV P	82.30	111822	293947	ST CONT# 8200044758
002471	CINTAS	CORPORATION # 4135129768		0	2023 1 INV P	45.93	111822	293948	ST CONT# 8200044758
002471	CINTAS	CORPORATION # 4135830782		0	2023 1 INV P	67.12	111822	293947	ST CONT# 8200044758
						301.39			
ACCOUNT TOTAL						301.39			
001553	643500					MOP-MAT-RAG RENT			
002471	CINTAS	CORPORATION # 4133075623		0	2023 1 INV P	30.03	111822	293948	ST CONT# 8200044758
002471	CINTAS	CORPORATION # 4133752677		0	2023 1 INV P	30.03	111822	293948	ST CONT# 8200044758
002471	CINTAS	CORPORATION # 4134440741		0	2023 1 INV P	30.03	111822	293948	ST CONT# 8200044758
002471	CINTAS	CORPORATION # 4135129742		0	2023 1 INV P	30.03	111822	293948	ST CONT# 8200044758
002471	CINTAS	CORPORATION # 4135830744		0	2023 1 INV P	30.03	111822	293948	ST CONT# 8200044758
						150.15			
ACCOUNT TOTAL						150.15			
ORG 001553 TOTAL						3,148.46			
001560						PARKING OPER.			
001560	640200					PARKING GARAGE/LOT RENT			
003789	NORFOLK SOUTHERN COR	92916689		0	2023 2 INV P	2,291.90	111822	294102	LEASE FOR RR PARKIN
004530	V F W OF THE US	INV12012022		0	2023 2 INV P	75.00	111822	294205	PARKING LEASE AT TH
ACCOUNT TOTAL						2,366.90			
ORG 001560 TOTAL						2,366.90			
FUND 001 REVENUES						TOTAL:	1,124,332.56		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002300									PKS/REC-RECREATION MAINT. DIV.	
002300	501000								OTHER EXPENDABLE OFF.SPL	
002177	B S N SPORTS	918170365	229484	2023	1	INV P	540.00	111822	293914	P&R ALL BALLFIELDS-
002472	CINTAS FIRST AID J71	5130521936	0	2023	1	INV P	84.41	111822	293950	P&R GRNDS MAINT FIR
003772	NEWELL PAPER COMPANY	4142336	2300251	2023	2	INV P	375.43	111822	294101	P&R TATUM REC BLDG-
						ACCOUNT TOTAL	999.84			
002300	511100								SUPPLIES - COVID 19	
002162	ATCO INTERNATIONAL	I0604291	2300077	2023	2	INV P	626.51	111822	293910	P&R TATUM REC OFFIC
						ACCOUNT TOTAL	626.51			
002300	513000								CHEMICALS	
003246	JERRY'S AUTOMOTIVE R	21962	229628	2023	1	INV P	718.90	111822	294040	P&R TRUCK UNIT 1469
003772	NEWELL PAPER COMPANY	4141270	2300100	2023	2	INV P	148.97	111822	294101	P&R GRNDS MAINT-WAS
						ACCOUNT TOTAL	867.87			
002300	525000								GAS AND OIL	
001002	CITY OF HATTIESBURG	TRF 10/22 FUEL	0	2023	2	INV P	7,445.90	111822	293953	TRF 10/2022 FUEL AL
						ACCOUNT TOTAL	7,445.90			
002300	525500								LUBRICANTS	
002304	BRACKMAN MOWER WAREH	31712	2300075	2023	1	INV P	302.56	111822	293923	P&R GRNDS MAINT-EQU
048827	CARQUEST	14758-17662	2300277	2023	2	INV P	429.96	111822	293938	P&R GRNDS MAINT-ANT
						ACCOUNT TOTAL	732.52			
002300	525700								DIESEL FUEL	
001002	CITY OF HATTIESBURG	TRF 10/22 FUEL	0	2023	2	INV P	34.83	111822	293953	TRF 10/2022 FUEL AL
						ACCOUNT TOTAL	34.83			
002300	540500								CONCRETE, CEMENT, ETC.	
049329	BRACKMAN'S STEPPING	8660	2300023	2023	1	INV P	61.66	111822	293924	P&R KAMPER PARK-REP
						ACCOUNT TOTAL	61.66			
002300	541500								SAND,CLAY,GRVL,FILL DIRT	
002359	BURGE EXCAVATING & G	1858	2300545	2023	2	INV P	325.00	111822	293929	P&R TATUM-SAND
						ACCOUNT TOTAL	325.00			
002300	544000								HORT./LANDSCAPING SPLY.	
002507	COLEMAN NURSERY	0538581	2300489	2023	2	INV P	225.00	111822	293964	P&R VETERANS-PLANTS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2													
ACCOUNT/VENDOR					INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
003897	PHILLIPS	BARK	PROCES	154954		2300005	2023	1	INV	P	1,160.00	111822	294118 P&R GRNDS MAINT-HAR
003897	PHILLIPS	BARK	PROCES	154980		2300005	2023	1	INV	P	1,160.00	111822	294118 P&R GRNDS MAINT-HAR
003897	PHILLIPS	BARK	PROCES	155206		2300253	2023	1	INV	P	1,755.00	111822	294118 P&R MAKE A DIFF DAY
003897	PHILLIPS	BARK	PROCES	155261		2300253	2023	1	INV	P	1,755.00	111822	294118 P&R MAKE A DIFF DAY
											5,830.00		
004279	SOUTHERN	MS	PINE STR	13522		2300004	2023	1	INV	P	675.00	111822	294172 P&R DOWNTOWN-PINE S
004547	VESELY'S	NURSERY		02300220		2300220	2023	1	INV	P	176.00	111822	294208 PR-TSP PLANTS MUMS
004547	VESELY'S	NURSERY		02300535		2300535	2023	2	INV	P	252.00	111822	294208 P&R VETERANS DAY PL
											428.00		
ACCOUNT TOTAL											7,158.00		
002300	546000	MINOR EQUIPMENT											
002492	CLEMTS	HARDWARE		129587		2300235	2023	1	INV	P	1,089.93	111822	293962 PR-GROUNDS MAINTENA
ACCOUNT TOTAL											1,089.93		
002300	551000	RECREATIONAL SUPPLIES											
002670	DOGIPOT	(PROPET DIST	140461			2300095	2023	1	INV	P	1,035.60	111822	293984 P&R THAMES WALKING
047024	GREENPOINT AG	HOLDIN	1340088C			0	2023	2	INV	P	269.84	111822	294010 P&R IN ADDENDUM 227
ACCOUNT TOTAL											1,305.44		
002300	559000	OTHER OPERATING MATL/SPLY											
002492	CLEMTS	HARDWARE		129702		2300536	2023	2	INV	P	106.93	111822	293962 P&R GROUNDS SUPPLIE
003587	MID SOUTH GLASS INC		0050037			2300532	2023	2	INV	P	10.00	111822	294084 P&R VETERANS- FLAG
ACCOUNT TOTAL											116.93		
002300	560000	BUILDING MATERIALS & SPLY											
002714	ECONOMY	SUPPLY CO		084906		2300008	2023	1	INV	P	1,023.70	111822	293987 P&R VETERANS PARK-B
002714	ECONOMY	SUPPLY CO		085782		2300219	2023	2	INV	P	85.35	111822	293987 P&R VETERAN-BLDG MA
002714	ECONOMY	SUPPLY CO		086218		2300009	2023	1	INV	P	167.56	111822	293987 P&R KAMPER PARK-BLD
002714	ECONOMY	SUPPLY CO		087275		2300512	2023	2	INV	P	37.90	111822	293987 P&R VETERANS DAY FL
											1,314.51		
ACCOUNT TOTAL											1,314.51		
002300	560500	ELECTRICAL SUPPLIES											
002901	GILKEY	ELECTRIC SUPP	363705			2300242	2023	2	INV	P	100.00	111822	294007 PR-VETERANS-ELECTRI
002901	GILKEY	ELECTRIC SUPP	364871			2300593	2023	2	INV	P	67.46	111822	294007 P&R VETERANS PARK
											167.46		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL										167.46			
002300	561000	PLUMBING SUPPLIES											
003543	MCELHANEY	PLUMBING	I	294269	2300576	2023	2	INV	P	86.34	111822	294077 P&R TATUM SOCCER- P	
ACCOUNT TOTAL										86.34			
002300	570000	MTR VEHICLE REP. PTS/SPL											
003246	JERRY'S	AUTOMOTIVE	R	21966	2300156	2023	1	INV	P	199.95	111822	294040 P&R TRK UNIT 21328-	
003246	JERRY'S	AUTOMOTIVE	R	22002	2300527	2023	2	INV	P	844.85	111822	294040 P&R TRK UNIT 14690-	
										1,044.80			
004299	SOUTHERN	TIRE	MART	L	2520108395	2300491	2023	2	INV	P	146.05	111822	294177 P&R TRK UNIT 18558-
048827	CARQUEST				14758-18343	2300528	2023	2	INV	P	38.55	111822	293939 P&R TRK UNIT 21327-
ACCOUNT TOTAL										1,229.40			
002300	575500	AGRICLTRL REPAIR PTS/SPL											
002304	BRACKMAN	MOWER	WAREH	31663	2300098	2023	1	INV	P	387.71	111822	293923 P&R MOWER 19303-SER	
002304	BRACKMAN	MOWER	WAREH	31712	2300075	2023	1	INV	P	355.30	111822	293923 P&R GRNDS MAINT-EQU	
002304	BRACKMAN	MOWER	WAREH	31933	2300222	2023	1	INV	P	94.97	111822	293923 PR-HEGETRIMMER	
002304	BRACKMAN	MOWER	WAREH	31936	2300223	2023	1	INV	P	414.57	111822	293923 PR-MOWER UNIT 14980	
002304	BRACKMAN	MOWER	WAREH	31937	2300225	2023	1	INV	P	86.52	111822	293923 PR-MOWER UNIT 20233	
002304	BRACKMAN	MOWER	WAREH	31938	2300226	2023	1	INV	P	627.91	111822	293923 PR-MOWER UNIT 20744	
002304	BRACKMAN	MOWER	WAREH	31939	2300227	2023	1	INV	P	162.29	111822	293923 PR-MOWER UNIT 20823	
002304	BRACKMAN	MOWER	WAREH	31940	2300232	2023	1	INV	P	631.60	111822	293923 PR-MOWER UNIT 21097	
002304	BRACKMAN	MOWER	WAREH	31941	2300233	2023	1	INV	P	143.45	111822	293923 PR-MOWER UNIT 20744	
002304	BRACKMAN	MOWER	WAREH	31942	2300231	2023	1	INV	P	45.89	111822	293923 PR-MOWER SERVICED	
002304	BRACKMAN	MOWER	WAREH	32185	2300425	2023	2	INV	P	269.26	111822	293923 P&R MOWER UNIT 1946	
002304	BRACKMAN	MOWER	WAREH	32287	2300529	2023	2	INV	P	119.74	111822	293923 P&R GRNDS MAINT-EQU	
002304	BRACKMAN	MOWER	WAREH	32304	2300490	2023	2	INV	P	340.18	111822	293923 P&R MOWER 21325-SER	
002304	BRACKMAN	MOWER	WAREH	32306	2300295	2023	2	INV	P	149.95	111822	293923 PR-MOWER UNIT 21324	
002304	BRACKMAN	MOWER	WAREH	32307	2300292	2023	2	INV	P	235.87	111822	293923 PR-MOWER UNIT 20745	
002304	BRACKMAN	MOWER	WAREH	32308	2300291	2023	2	INV	P	345.61	111822	293923 PR-MOWER UNIT 20745	
002304	BRACKMAN	MOWER	WAREH	32309	2300290	2023	2	INV	P	160.15	111822	293923 P&R-MOWER UNIT 2109	
										4,570.97			
003515	MAULDIN	COMPANY		58572	0	2023	2	INV	P	34.84	111822	294075 P&R BUSHOG PO 22915	
003843	PARISH	TRACTOR	(HATT	P04222	0	2023	2	INV	P	84.57	111822	294111 P&R TRACTOR 21785 I	
003843	PARISH	TRACTOR	(HATT	P04524	2300485	2023	2	INV	P	53.95	111822	294111 P&R BUSHHOG 21788-R	
										138.52			
004299	SOUTHERN	TIRE	MART	L	2520104248	2300097	2023	1	INV	P	120.66	111822	294177 P&R TRK UNIT 18558-
004299	SOUTHERN	TIRE	MART	L	2520106402	2300078	2023	1	INV	P	115.88	111822	294177 P&R TRAILER 20419-R
004299	SOUTHERN	TIRE	MART	L	2520107340	2300278	2023	1	INV	P	102.39	111822	294177 P&R TRK UNIT 21625-
										338.93			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									5,083.26		
002300	604900				OTHER PROFESSIONAL SERV.						
002275	BLUE DOLPHIN POOLS	47131	0	2023	1	INV	P	840.00	111822	293920	P&R VET/CITY HALL/C
002275	BLUE DOLPHIN POOLS	47404	0	2023	2	INV	P	893.49	111822	293920	P&R CITYHALL/VET/CU
									1,733.49		
003381	LANDARC CONSULTING G	06-2023	0	2023	2	INV	P	5,180.00	111822	294060	MB 2021-321 I-59/HW
ACCOUNT TOTAL									6,913.49		
002300	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV	P	506.56	111822	293909	MB2016-287/WIRELESS
ACCOUNT TOTAL									506.56		
002300	612000				FREIGHT						
002162	ATCO INTERNATIONAL	I0604291	2300077	2023	2	INV	P	63.02	111822	293910	P&R TATUM REC OFFIC
003897	PHILLIPS BARK PROCES	154954	2300005	2023	1	INV	P	325.00	111822	294118	P&R GRNDS MAINT-HAR
003897	PHILLIPS BARK PROCES	154980	2300005	2023	1	INV	P	325.00	111822	294118	P&R GRNDS MAINT-HAR
003897	PHILLIPS BARK PROCES	155206	2300253	2023	1	INV	P	325.00	111822	294118	P&R MAKE A DIFF DAY
003897	PHILLIPS BARK PROCES	155261	2300253	2023	1	INV	P	325.00	111822	294118	P&R MAKE A DIFF DAY
									1,300.00		
ACCOUNT TOTAL									1,363.02		
002300	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2022 11.1.22	0	2023	2	INV	P	55.70	111822	294096	MS POWER VARIOUS DE
ACCOUNT TOTAL									55.70		
002300	635500				ELECTRICAL R&M						
002672	DOLEAC ELECTRIC CO I	H26647	0	2023	1	INV	P	910.78	111822	293985	P&R TATUM SOCCER FI
004234	SMITH, JIM SERVICES	0000092363	0	2023	2	INV	P	635.88	111822	294168	P&R TATUM MAINT SHO
ACCOUNT TOTAL									1,546.66		
002300	635700				PLUMBING EQUIPMENT R&M						
003905	PIERCE PLUMBING INC	608742	0	2023	1	INV	P	657.83	111822	294119	P&R TATUM PARK-AFTE
ACCOUNT TOTAL									657.83		
002300	638400				MOTOR VEHICLE EQ. R&M						
003246	JERRY'S AUTOMOTIVE R	21962	229628	2023	1	INV	P	645.85	111822	294040	P&R TRUCK UNIT 1469
003246	JERRY'S AUTOMOTIVE R	21966	2300156	2023	1	INV	P	71.10	111822	294040	P&R TRK UNIT 21328-
003246	JERRY'S AUTOMOTIVE R	22002	2300527	2023	2	INV	P	730.55	111822	294040	P&R TRK UNIT 14690-

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									1,447.50		
004299	SOUTHERN TIRE MART L	2520107340	2300278	2023	1	INV	P	39.95	111822	294177	P&R TRK UNIT 21625-
ACCOUNT TOTAL									1,487.45		
002300	638700	AGRICULTURAL EQ. R&M									
002304	BRACKMAN MOWER WAREH	31663	2300098	2023	1	INV	P	120.00	111822	293923	P&R MOWER 19303-SER
002304	BRACKMAN MOWER WAREH	31936	2300223	2023	1	INV	P	200.00	111822	293923	PR-MOWER UNIT 14980
002304	BRACKMAN MOWER WAREH	31939	2300227	2023	1	INV	P	100.00	111822	293923	PR-MOWER UNIT 20823
002304	BRACKMAN MOWER WAREH	31940	2300232	2023	1	INV	P	120.00	111822	293923	PR-MOWER UNIT 21097
002304	BRACKMAN MOWER WAREH	31941	2300233	2023	1	INV	P	40.00	111822	293923	PR-MOWER UNIT 20744
002304	BRACKMAN MOWER WAREH	31942	2300231	2023	1	INV	P	40.00	111822	293923	PR-MOWER SERVICED
002304	BRACKMAN MOWER WAREH	32184	2300426	2023	2	INV	P	79.58	111822	293923	P&R MOWER 21597-SER
002304	BRACKMAN MOWER WAREH	32185	2300425	2023	2	INV	P	120.00	111822	293923	P&R MOWER UNIT 1946
002304	BRACKMAN MOWER WAREH	32304	2300490	2023	2	INV	P	80.00	111822	293923	P&R MOWER 21325-SER
002304	BRACKMAN MOWER WAREH	32305	2300293	2023	2	INV	P	63.60	111822	293923	PR-MOWER UNIT 20234
002304	BRACKMAN MOWER WAREH	32306	2300295	2023	2	INV	P	30.20	111822	293923	PR-MOWER UNIT 21324
002304	BRACKMAN MOWER WAREH	32307	2300292	2023	2	INV	P	120.00	111822	293923	PR-MOWER UNIT 20745
002304	BRACKMAN MOWER WAREH	32308	2300291	2023	2	INV	P	140.00	111822	293923	PR-MOWER UNIT 20745
002304	BRACKMAN MOWER WAREH	32309	2300290	2023	2	INV	P	20.00	111822	293923	P&R-MOWER UNIT 2109
									1,273.38		
003843	PARISH TRACTOR (HATT W01932		229624	2023	2	INV	P	1,716.42	111822	294111	P&R TRACTOR 21785-L
004299	SOUTHERN TIRE MART L	2520107340	2300278	2023	1	INV	P	25.00	111822	294177	P&R TRK UNIT 21625-
ACCOUNT TOTAL									3,014.80		
002300	639600	SIGN PAINTING									
004316	SPEEDY PRINTING & SI	30784	2300094	2023	1	INV	P	174.00	111822	294180	P&R THAMES WALKING
ACCOUNT TOTAL									174.00		
002300	639800	TOW IN CHARGES									
003246	JERRY'S AUTOMOTIVE R	21966	2300156	2023	1	INV	P	145.75	111822	294040	P&R TRK UNIT 21328-
003869	PEANUTS TOWING SERVI	100593	0	2023	2	INV	P	275.00	111822	294114	P&R TRK UNIT 11961-
003869	PEANUTS TOWING SERVI	100599	0	2023	2	INV	P	300.00	111822	294114	P&R TRK UNIT 13130-
003869	PEANUTS TOWING SERVI	100865	0	2023	2	INV	P	225.00	111822	294114	P&R TRK UNIT 14127-
003869	PEANUTS TOWING SERVI	101052	0	2023	2	INV	P	225.00	111822	294114	P&R TRK UNIT 11214-
									1,025.00		
ACCOUNT TOTAL									1,170.75		
002300	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4133503418	0	2023	1	INV	P	193.53	111822	293946	P&R GRNDS MAINT UNI
002471	CINTAS CORPORATION #	4134867826	0	2023	1	INV	P	168.03	111822	293946	P&R GRNDS MAINT UNI
002471	CINTAS CORPORATION #	4135579833	0	2023	2	INV	P	168.03	111822	293946	P&R GRNDS MAINT UNI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4136968780	0	2023	2	INV	P		292.39	111822	293946 P&R GRNDS MAINT UNI
									821.98		
									ACCOUNT TOTAL		821.98
002300	644900								OTHER RENT		
002071	AIRGAS USA LLC (NORD	9992350817	0	2023	2	INV	P		87.11	111822	293892 P&R GRNDS MAINT-CYL
002471	CINTAS CORPORATION #	4133503183	0	2023	1	INV	P		29.11	111822	293948 P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION #	4134867460	0	2023	1	INV	P		29.11	111822	293948 P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION #	4135579522	0	2023	2	INV	P		29.11	111822	293948 P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION #	4136968424	0	2023	2	INV	P		29.11	111822	293948 P&R GRNDS MAINT MAT
									116.44		
004281	SOUTHERN ON SITE STO	I4675	2300544	2023	2	INV	P		250.00	111822	294174 P&R EASTSIDE PARK-R
047043	PORTABLE TOILETS	97463	225799	2023	1	INV	P		1,885.00	111822	294129 P&R TSP-TWO QUOTE P
047043	PORTABLE TOILETS	97467	0	2023	1	INV	P		995.00	111822	294129 P&R MOBILE ST FEST-
047043	PORTABLE TOILETS	97468	0	2023	1	INV	P		545.00	111822	294129 P&R MAIN ST WEEKEND
047043	PORTABLE TOILETS	97469	225799	2023	1	INV	P		1,885.00	111822	294129 P&R TSP-TWO QUOTE P
047043	PORTABLE TOILETS	97577	0	2023	2	INV	P		1,762.00	111822	294129 P&R TSP PRTBLE TOIL
047043	PORTABLE TOILETS	I3824	0	2023	1	INV	P		285.00	111822	294129 P&R EASTSIDE-OUT OF
									7,357.00		
									ACCOUNT TOTAL		7,810.55
002300	687000								CUSTODIAL SERVICE		
002037	AB SUPPORT SERVICES	382009	0	2023	2	INV	P		380.00	111822	293883 JANITORIAL CLEANING
047011	JANI-KING OF SOUTH E	SEM11220223	2300340	2023	2	INV	P		521.00	111822	294036 TWO QUOTE - JANITOR
									ACCOUNT TOTAL		901.00
002300	699900								SERVICES NOT SPECIFIED		
002777	FAGAN TREE AND SPRAY	3917	2300313	2023	2	INV	P		4,999.00	111822	293995 P&R HWY 49-LABOR TO
004609	WEBBS PAINT COMPANY	070657	2300108	2023	2	INV	P		4,999.00	111822	294217 P&R VETERANS PARK-L
047187	FOUR SEASONS LAWN	13768	0	2023	2	INV	P		4,180.00	111822	294000 P&R 38TH AVE LABOR
047187	FOUR SEASONS LAWN	13960	0	2023	2	INV	P		2,397.94	111822	294000 P&R TSP-LABOR TO RE
047187	FOUR SEASONS LAWN	13980	0	2023	2	INV	P		2,020.00	111822	294000 P&R HARDY ST-LAWM M
									8,597.94		
									ACCOUNT TOTAL		18,595.94
									ORG 002300 TOTAL		73,665.13

YEAR/PERIOD: 2023/1 TO 2023/2												
ACCOUNT/VENDOR		INVOICE			PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
002315					PKS/REC-REC.ADMIN/COM.REL.							
002315 511500					FOOD							
004017	REGIONS	CARDHOLDER	S	1346 - 10-31-2022	0	2023	2	INV	P	21.40	111822	294144 1346 - 10-31-2022 C
ACCOUNT TOTAL										21.40		
002315 525000					GAS AND OIL							
001002	CITY OF	HATTIESBURG		TRF 10/22 FUEL	0	2023	2	INV	P	58.00	111822	293953 TRF 10/2022 FUEL AL
ACCOUNT TOTAL										58.00		
002315 551000					RECREATIONAL SUPPLIES							
004017	REGIONS	CARDHOLDER	S	1708 - 10-31-2022	0	2023	2	INV	P	36.23	111822	294144 1708 - 10-31-2022 C
004017	REGIONS	CARDHOLDER	S	9492 10-31-2022	0	2023	2	INV	P	121.89	111822	294144 9492 10-31-2022 CRE
										158.12		
ACCOUNT TOTAL										158.12		
002315 603400					OFFICIALS							
002540	CONNER, TOBARRA			11.10.22	0	2023	2	INV	P	180.00	111822	293969 HPR CONTRACT LABOR
003817	O'NEAL, KYLE J			11.10.22	0	2023	2	INV	P	60.00	111822	294104 HPR CONTRACT LABOR
004221	SMITH, CARLTON L			11.10.22	0	2023	2	INV	P	150.00	111822	294167 HPR CONTRACT LABOR
004416	TERRELL, WINSTON			11.10.22	0	2023	2	INV	P	125.00	111822	294188 HPR CONTRACT LABOR
004432	THOMPSON, JESSE			11.10.22	0	2023	2	INV	P	200.00	111822	294191 HPR CONTRACT LABOR
004460	TROTTER, COREY			11.10.22	0	2023	2	INV	P	125.00	111822	294197 HPR CONTRACT LABOR
004680	WOOD, JOSHUA J			11.10.22	0	2023	2	INV	P	120.00	111822	294220 HPR CONTRACT LABOR
048258	BRUNSON, JOSHUA			11.10.22	0	2023	2	INV	P	160.00	111822	293928 HPR CONTRACT LABOR
048772	LEE ANTHONY			11.10.22	0	2023	2	INV	P	225.00	111822	294066 HPR CONTRACT LABOR
049421	ROBINSON GLORIA			11.10.22	0	2023	2	INV	P	40.00	111822	294153 HPR CONTRACT LABOR
049425	ROBINSON NARIAH B			11.10.22	0	2023	2	INV	P	40.00	111822	294154 HPR CONTRACT LABOR
049428	ADAMS KAYLIN A			11.10.22	0	2023	2	INV	P	40.00	111822	293886 HPR CONTRACT LABOR
049430	CLARK WILLIAM W			11.10.22	0	2023	2	INV	P	60.00	111822	293958 HPR CONTRACT LABOR
049431	MILLER CLIFFORD G			11.10.22	0	2023	2	INV	P	200.00	111822	294086 HPR CONTRACT LABOR
ACCOUNT TOTAL										1,725.00		
002315 604900					OTHER PROFESSIONAL SERV.							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
002540 CONNER, TOBARRA	11/10/22		0	2023	2	INV P	80.00	111822	293969 HPR CONTRACT LABOR
002965 GUTHRIE, JONI S	11.10.22		0	2023	2	INV P	270.00	111822	294012 CONTRACT LABOR ADUL
003313 KETTLEY, ANNETTE	10.24.22		0	2023	2	INV P	10.00	111822	294053 HPR CONTRACT LABOR
003313 KETTLEY, ANNETTE	11.10.22		0	2023	2	INV P	80.00	111822	294053 HPR CONTRACT LABOR
							90.00		
003508 MARTIN, MAGDALINE	11.10.22		0	2023	2	INV P	144.00	111822	294073 HPR CONTRACT LABOR
003958 POWELL, RANDY	10.24.22		0	2023	2	INV P	20.00	111822	294131 CONTRACT LABOR INNO
003958 POWELL, RANDY	11.5.22		0	2023	2	INV P	52.50	111822	294131 HPR CONTRACT LABOR
003958 POWELL, RANDY	11/10/22		0	2023	2	INV P	600.00	111822	294131 HPR CONTRACT LABOR
							672.50		
004162 SHABAZZ, AMATULLAH	11.10.22		0	2023	2	INV P	216.00	111822	294160 HPR CONTRACT LABOR
004523 USM/POLICE DEPARTMEN	102		0	2023	2	INV P	114.00	111822	294204 SECURITY FOR ADULT
047581 PROTECTION AGENCY &	1411		0	2023	2	INV P	600.00	111822	294135 SECURITY FOR YOUTH
047581 PROTECTION AGENCY &	1412		0	2023	2	INV P	650.00	111822	294135 SECURITY FOR ADULT
047581 PROTECTION AGENCY &	1426		0	2023	2	INV P	525.00	111822	294135 SECURITY FOR ADULT
							1,775.00		
048422 RAY NANCY REBEKAH	11.10.22		0	2023	2	INV P	225.00	111822	294142 HPR CONTRACT LABOR
049349 JESSICA R POWELL	11.10.22		0	2023	2	INV P	30.00	111822	294041 HPR CONTRACT LABOR
049413 FARRIS SHELBY P	11.5.22		0	2023	2	INV P	20.00	111822	293996 HPR CONTRACT LABOR
							3,636.50		
002315 604919									
047117 ABIGAIL L ALLEN	1103022		0	OTH	2023	2 INV P	325.00	111822	293884 AFTER SCHOOL ART CL
047971 BRETT CUMMINS	1103022		0	2023	2	INV P	50.00	111822	293927 DRAWING CLASS INSTR
048656 HOLLEY REBECCA RUMBA	1103022		0	2023	2	INV P	300.00	111822	294026 ART MARKET LIVE MUS
							675.00		
002315 611000									
004017 REGIONS CARDHOLDER S	1708 - 10-31-2022		0	TRAVEL EXPENSE	2023	2 INV P	957.33	111822	294144 1708 - 10-31-2022 C
							957.33		
002315 630000									
004321 SPIRE	G2022 11.09.22		0	GAS	2023	2 INV P	213.89	111822	294181 SPIRE VARIOUS DEPTS
004321 SPIRE	G2022 11.3.22		0	2023	2	INV P	20.00	111822	294181 SPIRE VARIOUS DEPT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2																					
ACCOUNT/VENDOR				INVOICE				PO		YEAR/PR TYP S				WARRANT		CHECK		DESCRIPTION			
												233.89									
										ACCOUNT TOTAL		233.89									
002315 630500										ELECTRICITY											
003700 MS POWER COMPANY				E2022 11.1.22				0		2023 2 INV P				1,114.66 111822		294096 MS POWER VARIOUS DE					
003700 MS POWER COMPANY				E2022 11.3.22				0		2023 2 INV P				54.93 111822		294096 MS POWER 1102 REBEC					
												1,169.59									
										ACCOUNT TOTAL		1,169.59									
002315 639400										DISINFECT./EXTERMINATION											
003040 HAVARD PEST CONTROL				2015287				0		2023 2 INV P				79.00 111822		294019 HAVARD PEST CONTROL					
										ACCOUNT TOTAL		79.00									
										ORG 002315 TOTAL		8,713.83									
FUND 002 PARKS & RECREATION FUND										TOTAL:		82,378.96									

YEAR/PERIOD: 2023/1 TO 2023/2												
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	H10388-00	2300413	2023	1	INV	P	537.39	111822	294182 OFFICE SUPPLIES WAT
004327	STANDARD	OFFICE	SUPP	H10388-01	2300413	2023	1	INV	P	27.98	111822	294182 OFFICE SUPPLIES WAT
004327	STANDARD	OFFICE	SUPP	H10711-00	2300465	2023	2	INV	P	81.42	111822	294182 OFFICE SUPPLIES WAT
004327	STANDARD	OFFICE	SUPP	H10717-00	2300465	2023	2	INV	P	393.11	111822	294182 OFFICE SUPPLIES WAT
										1,039.90		
ACCOUNT TOTAL										1,039.90		
009660 525000 GAS AND OIL												
001002	CITY OF HATTIESBURG	TRF10/22	FUEL USAGE	9 0		2023	2	INV	P	1,920.99	111822	293955 10/2022 FUEL ALLOCA
ACCOUNT TOTAL										1,920.99		
009660 545000 HAND TOOLS												
004017	REGIONS	CARDHOLDER	S	1346 - 10-31-2022	0	2023	2	INV	P	217.06	111822	294144 1346 - 10-31-2022 C
ACCOUNT TOTAL										217.06		
009660 546000 MINOR EQUIPMENT												
003941	POLLARD	WATER.COM-EA	0224653		2300205	2023	1	INV	P	463.75	111822	294128 MINOR EQUIPMENT WAT
ACCOUNT TOTAL										463.75		
009660 559000 OTHER OPERATING MATL/SPLY												
003941	POLLARD	WATER.COM-EA	0225800		2300484	2023	2	INV	P	185.75	111822	294128 MINOR EQUIPMENT WAT
ACCOUNT TOTAL										185.75		
009660 604900 OTHER PROFESSIONAL SERV.												
002146	ARNOLD	LINE WATER	AS	271430	0	2023	2	INV	P	1,800.00	111822	293899 MB 2021-839 PAYMENT
002181	BADGER	METER INC		80111562	0	2023	2	INV	P	3,038.63	111822	293915 MB 2018-832 BEACON
002665	DIXIE	COMMUNITY	UTIL	DX 100522	0	2023	2	INV	P	421.50	111822	293983 SEWER READS SEPTEMB
002665	DIXIE	COMMUNITY	UTIL	DX 110522	0	2023	2	INV	P	423.00	111822	293983 SEWER READS OCTOBER
										844.50		
003385	LANDRY	LEWIS	GERMANY	CN 22-3940-001	0	2023	1	INV	P	7,500.00	111822	294061 PRE DESIGN WATER DE
004003	RAWLS	SPRINGS	UTILIT	RS 102022	0	2023	2	INV	P	210.00	111822	294141 SEWER READS SEPTEMB
047562	ENCO	UTILITY		INV56774	0	2023	2	INV	P	585.05	111822	293990 MB 2020-835 RT2 BIL
ACCOUNT TOTAL										13,978.18		
009660 606000 TELEPHONE AND TELEGRAPH												
002160	AT&T	MOBILITY		287273578351X110822	0	2023	2	INV	P	590.67	111822	293909 MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL							590.67			
009660	607000			POSTAGE						
047562	ENCO UTILITY	INV56460	0	2023	1	INV P	2,146.64	111822	293990	MB 2020-835 RT3 BIL
047562	ENCO UTILITY	INV56651	0	2023	2	INV P	3,031.67	111822	293990	MB 2020-835 RT1 BIL
047562	ENCO UTILITY	INV56774	0	2023	2	INV P	1,516.66	111822	293990	MB 2020-835 RT2 BIL
							6,694.97			
ACCOUNT TOTAL							6,694.97			
009660	612000			FREIGHT						
003941	POLLARD WATER.COM-EA	0224653	2300205	2023	1	INV P	23.72	111822	294128	MINOR EQUIPMENT WAT
ACCOUNT TOTAL							23.72			
009660	620000			PRINTING						
047562	ENCO UTILITY	INV56460	0	2023	1	INV P	822.49	111822	293990	MB 2020-835 RT3 BIL
047562	ENCO UTILITY	INV56651	0	2023	2	INV P	1,152.86	111822	293990	MB 2020-835 RT1 BIL
							1,975.35			
ACCOUNT TOTAL							1,975.35			
009660	638400			MOTOR VEHICLE EQ. R&M						
003861	PATTERSON AUTO ELECT	81587	2300600	2023	2	INV P	1,000.50	111822	294112	REPAIR TO UNIT 2141
ACCOUNT TOTAL							1,000.50			
009660	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2015014	0	2023	2	INV P	45.00	111822	294019	HAVAD PEST CONTROL
ACCOUNT TOTAL							45.00			
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4135829744	0	2023	1	INV P	60.87	111822	293947	SC 8200044758/ UNIF
002471	CINTAS CORPORATION #	4136521535	0	2023	2	INV P	46.86	111822	293948	S/C 8200044758 UNIF
002471	CINTAS CORPORATION #	4137223260	0	2023	2	INV P	60.07	111822	293947	S/C 8200044758 UNIF
							167.80			
ACCOUNT TOTAL							167.80			
009660	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	4b1009	2300002	2023	2	INV P	550.00	111822	293883	JANITORIAL CLEANING
ACCOUNT TOTAL							550.00			
ORG 009660 TOTAL							28,853.64			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009672											
009672	525000										
001002	CITY OF HATTIESBURG	TRF10/22	FUEL USAGE	9 0		2023	2	INV P	6,495.71	111822	293955 10/2022 FUEL ALLOCA
									6,495.71		
009672	525700										
001002	CITY OF HATTIESBURG	TRF10/22	FUEL USAGE	9 0		2023	2	INV P	210.00	111822	293955 10/2022 FUEL ALLOCA
									210.00		
009672	540000										
004586	WARREN PAVING INC	69321			2300183	2023	2	INV P	243.66	111822	294212 ASPHALT (CONTRACTOR
004586	WARREN PAVING INC	69340			2300183	2023	2	INV P	165.69	111822	294212 ASPHALT (CONTRACTOR
004586	WARREN PAVING INC	69500			2300183	2023	2	INV P	315.13	111822	294212 ASPHALT (CONTRACTOR
004586	WARREN PAVING INC	69537			2300183	2023	2	INV P	351.68	111822	294212 ASPHALT (CONTRACTOR
004586	WARREN PAVING INC	69576			2300183	2023	2	INV P	641.64	111822	294212 ASPHALT (CONTRACTOR
004586	WARREN PAVING INC	69678			2300183	2023	2	INV P	210.36	111822	294212 ASPHALT (CONTRACTOR
									1,928.16		
009672	545000										
003543	MCELHANEY PLUMBING I	294231			2300504	2023	2	INV P	129.70	111822	294077 HAND TOOLS FOR WATE
									129.70		
009672	561000										
002442	CENTRAL PIPE SUPPLY	S100312277.002			2300085	2023	2	INV P	760.00	111822	293941 WAREHOUSE STOCK FOR
002442	CENTRAL PIPE SUPPLY	S100314326-001			2300309	2023	2	INV P	3,480.00	111822	293941 BADGER METERS FOR W
002442	CENTRAL PIPE SUPPLY	S100314489.001			2300339	2023	2	INV P	954.64	111822	293941 WAREHOUSE STOCK FOR
									5,194.64		
002559	CORE & MAIN (HD SUPP	R643864			229228	2023	2	INV P	1,186.60	111822	293973 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	R847791			2300364	2023	2	INV P	712.54	111822	293973 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	R857446			2300396	2023	2	INV P	3,995.80	111822	293973 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	R864971			2300364	2023	2	INV P	826.00	111822	293973 WAREHOUSE STOCK FOR
									6,720.94		
004300	SOUTHERN WATERWORKS	92498			2300432	2023	2	INV P	532.48	111822	294178 WAREHOUSE STOCK FOR
004300	SOUTHERN WATERWORKS	92517			2300471	2023	2	INV P	4,449.04	111822	294178 WAREHOUSE STOCK FOR
									4,981.52		
009672	570000										
002169	AUTOMOTIVE GLASS SPE	I253101			2300410	2023	2	INV P	346.99	111822	293913 REAR GLASS FOR UNIT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002700	EAGLE	TIRE	AND	SERVI	INV068433	2300264	2023	2	INV	P	982.68 111822	293986 TIRES FOR UNIT # 21
002700	EAGLE	TIRE	AND	SERVI	INV068533	2300369	2023	2	INV	P	903.56 111822	293986 REPAIRS TO UNIT # 2
002700	EAGLE	TIRE	AND	SERVI	INV068580	2300359	2023	2	INV	P	387.88 111822	293986 TIRES FOR ASSET # 2
002700	EAGLE	TIRE	AND	SERVI	INV068641	2300505	2023	2	INV	P	773.68 111822	293986 TIRES FOR UNIT # 20
										3,047.80		
003861	PATTERSON	AUTO	ELECT	81514	2300519	2023	2	INV	P	60.54 111822	294112 REPAIRS TO UNIT # 2	
003861	PATTERSON	AUTO	ELECT	81630	2300012	2023	2	INV	P	258.87 111822	294112 REPAIRS TO UNIT # 2	
										319.41		
048827	CARQUEST			14758-17955	2300362	2023	1	INV	P	5.50 111822	293939 REPAIR PARTS FOR UN	
048827	CARQUEST			14758-17969	2300363	2023	2	INV	P	180.69 111822	293938 REPAIR PARTS FOR UN	
048827	CARQUEST			14758-18143	2300241	2023	2	INV	P	34.92 111822	293939 REPAIR PARTS FOR UN	
048827	CARQUEST			14758-18144	2300472	2023	2	INV	P	131.43 111822	293938 REPAIR PARTS FOR UN	
048827	CARQUEST			14758-18159	2300481	2023	2	INV	P	40.54 111822	293939 REPAIR PARTS FOR UN	
048827	CARQUEST			14758-18243	2300506	2023	2	INV	P	57.52 111822	293938 REPAIR PARTS FOR UN	
048827	CARQUEST			14758-18387	2300555	2023	2	INV	P	47.84 111822	293939 REPAIR PARTS FOR UN	
										498.44		
ACCOUNT TOTAL										4,212.64		
009672	604900	OTHER PROFESSIONAL SERV.										
048917	MS CONCRETE	PROF	47	0	2023	2	INV	P	1,300.00 111822	294094 CONCRETE REPAIR, 30		
048917	MS CONCRETE	PROF	48	0	2023	2	INV	P	350.00 111822	294094 CONCRETE REPAIR- 10		
048917	MS CONCRETE	PROF	49	0	2023	2	INV	P	350.00 111822	294094 CONCRETE REPAIR- 10		
048917	MS CONCRETE	PROF	50	0	2023	2	INV	P	350.00 111822	294094 CONCRETE REPAIR- 25		
048917	MS CONCRETE	PROF	51	0	2023	2	INV	P	350.00 111822	294094 CONCRETE PATCH- 100		
048917	MS CONCRETE	PROF	52	0	2023	2	INV	P	1,500.00 111822	294094 CONCRETE REPAIRS- 3		
048917	MS CONCRETE	PROF	53	0	2023	2	INV	P	300.00 111822	294094 CONCRETE REPAIRS- 4		
048917	MS CONCRETE	PROF	54	0	2023	2	INV	P	300.00 111822	294094 CONCRETE REPAIRS- 4		
048917	MS CONCRETE	PROF	55	0	2023	2	INV	P	1,275.00 111822	294094 CONCRETE REPAIRS--		
										6,075.00		
ACCOUNT TOTAL										6,075.00		
009672	636000	STREETS & STRUCTURES R&M										
003649	C J MORGAN INC		20220-02852	0	2023	2	INV	P	215,341.85 111822	293933 MB2022-680:WATER RE		
ACCOUNT TOTAL										215,341.85		
009672	638400	MOTOR VEHICLE EQ. R&M										
002169	AUTOMOTIVE	GLASS	SPE	I253101	2300410	2023	2	INV	P	125.00 111822	293913 REAR GLASS FOR UNIT	
002700	EAGLE	TIRE	AND	SERVI	INV068433	2300264	2023	2	INV	P	80.00 111822	293986 TIRES FOR UNIT # 21
002700	EAGLE	TIRE	AND	SERVI	INV068533	2300369	2023	2	INV	P	992.95 111822	293986 REPAIRS TO UNIT # 2
002700	EAGLE	TIRE	AND	SERVI	INV068641	2300505	2023	2	INV	P	72.00 111822	293986 TIRES FOR UNIT # 20

YEAR/PERIOD: 2023/1 TO 2023/2										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
								1,144.95		
003861	PATTERSON AUTO ELECT	81514	2300519	2023	2	INV	P	427.50	111822	294112 REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	81630	2300012	2023	2	INV	P	836.00	111822	294112 REPAIRS TO UNIT # 2
								1,263.50		
ACCOUNT TOTAL								2,533.45		
009672	638600		CONSTRUCTION EQUIP R&M							
002083	ALLBRITTON CHAIN SAW	13969	2300366	2023	1	INV	P	35.00	111822	293894 REPAIRS TO ASSET #
002751	EQUIPMENT INC	155501020	2300556	2023	2	INV	P	1,152.00	111822	293992 REPAIRS TO E42 T4 E
003986	PUCKETT MACHINERY CO	WOHB5297636	0	2023	2	INV	P	1,967.90	111822	294136 SERVICECALL&REPAIR:
ACCOUNT TOTAL								3,154.90		
009672	643000		UNIFORM RENT							
002471	CINTAS CORPORATION #	4135830281	0	2023	1	INV	P	366.78	111822	293946 SC#82200044758- UNI
002471	CINTAS CORPORATION #	4136522551	0	2023	2	INV	P	621.61	111822	293946 SC#8200044758- UNIF
002471	CINTAS CORPORATION #	4137224227	0	2023	2	INV	P	289.40	111822	293946 SC#820044758: UNIFO
								1,277.79		
ACCOUNT TOTAL								1,277.79		
ORG 009672 TOTAL								258,256.30		
009673	W&S O&M-WATER PLANT DIVISION									
009673	525000		GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF10/22 FUEL USAGE9	0	2023	2	INV	P	1,147.26	111822	293955 10/2022 FUEL ALLOCA
ACCOUNT TOTAL								1,147.26		
009673	570000		MTR VEHICLE REP. PTS/SPL							
002700	EAGLE TIRE AND SERVI	INV068523	2300360	2023	2	INV	P	664.76	111822	293986 255/70R17 SL WRANGL
048827	CARQUEST	14758-18142	2300314	2023	2	INV	P	41.07	111822	293939 REPAIR PARTS FOR UN
ACCOUNT TOTAL								705.83		
009673	604900		OTHER PROFESSIONAL SERV.							
002288	BONNER ANALYTICAL TE	78222	0	2023	2	INV	P	28.91	111822	293921 COLIFORM TESTING--
002288	BONNER ANALYTICAL TE	78232	0	2023	2	INV	P	115.65	111822	293921 COLIFORM TESTING --
002288	BONNER ANALYTICAL TE	78347	0	2023	2	INV	P	1,474.49	111822	293921 NOVEMBER 2022 ROUTI
								1,619.05		
002380	BYRD, WADE J.	BYRD112022	0	2023	2	INV	P	3,000.00	111822	293931 OPERATOR OF RECORD,

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002545	CONTROL SYSTEMS INC	CAB-0032		0	2023	2	INV	P	360.00	111822	293972 ANNUAL CELLULAR SER
002567	COURTNEY'S RESTAURAN	15052		229218	2023	2	INV	P	661.46	111822	293976 REPAIRS TO ICE MACH
047062	COAST CHLORINATOR &	75034		2300318	2023	1	INV	P	3,996.00	111822	293963 USM BOOSTER PUMP -
047062	COAST CHLORINATOR &	75035		2300320	2023	1	INV	P	3,592.00	111822	293963 FORREST GENERAL BOO
									7,588.00		
049419	MISSISSIPPI POWER	5902104074N		0	2023	2	INV	P	472.59	111822	294087 LINE WORK- 231 MCIN
049419	MISSISSIPPI POWER	5902104074Q		0	2023	2	INV	P	4,073.84	111822	294089 LINE WORK- 39 WSF T
049419	MISSISSIPPI POWER	5902104074R		0	2023	2	INV	P	3,894.20	111822	294088 LINE WORK- 5423 HWY
									8,440.63		
ACCOUNT TOTAL									21,669.14		
009673	630000				GAS						
004321	SPIRE	G2022		0	2023	2	INV	P	20.00	111822	294181 SPIRE LAKEVIEW RD,
004321	SPIRE	G2022 11.09.22		0	2023	2	INV	P	55.37	111822	294181 SPIRE VARIOUS DEPTS
									75.37		
ACCOUNT TOTAL									75.37		
009673	630500				ELECTRICITY						
003700	MS POWER COMPANY	e2022 10.28.22		0	2023	2	INV	P	705.38	111822	294096 MSPower 606 MOBILE
003700	MS POWER COMPANY	E2022 11.1.22		0	2023	2	INV	P	25,335.01	111822	294096 MS POWER VARIOUS DE
									26,040.39		
003873	PEARL RIVER VALLEY E	2022 10.26.22		0	2023	2	INV	P	118.81	111822	294115 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 10.31.22		0	2023	2	INV	P	5,716.53	111822	294115 PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY E	2022 11.4.22		0	2023	2	INV	P	110.15	111822	294115 PRVEPA VARIOUS DEPT
									5,945.49		
ACCOUNT TOTAL									31,985.88		
009673	638400				MOTOR VEHICLE EQ. R&M						
002700	EAGLE TIRE AND SERVI	INV068523		2300360	2023	2	INV	P	80.00	111822	293986 255/70R17 SL WRANGL
ACCOUNT TOTAL									80.00		
009673	687000				CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	382009		0	2023	2	INV	P	380.00	111822	293883 JANITORIAL CLEANING
047011	JANI-KING OF SOUTH E	SEM11220222		2300340	2023	2	INV	P	483.00	111822	294036 TWO QUOTE - JANITOR
ACCOUNT TOTAL									863.00		
009673	739900				OTHER EQUIPMENT						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002641	DEEP SOUTH TRUCK & E	02300405	2300405	2023	2	INV	P		25,010.00	111822	293980 TWO QUOTE: 2004 FOR
			ACCOUNT TOTAL						25,010.00		
			ORG 009673				TOTAL		81,536.48		
009676			W&S O&M-SEWER DIVISION								
009676	513000		CHEMICALS								
002443	CERTIFIED LABORATORI	7991369	2300310	2023	1	INV	P		4,725.00	111822	293942 ACTAMINE FOR SEWER
002443	CERTIFIED LABORATORI	7997717	2300395	2023	2	INV	P		4,786.80	111822	293942 CHERRY FLOW FOR TRE
002443	CERTIFIED LABORATORI	8004534	2300479	2023	2	INV	P		14,869.50	111822	293942 E-100 & TCC-1000 FO
002443	CERTIFIED LABORATORI	8004563	2300480	2023	2	INV	P		4,725.00	111822	293942 DEOSCENT (ACTEMINE)
002443	CERTIFIED LABORATORI	8011214	2300603	2023	2	INV	P		4,725.00	111822	293942 DEOSCENT -- SEWER C
									33,831.30		
047024	GREENPOINT AG HOLDIN	1542135	2300579	2023	2	INV	P		260.00	111822	294010 WEEDKILLER -- SEWER
			ACCOUNT TOTAL						34,091.30		
009676	525000		GAS AND OIL								
001002	CITY OF HATTIESBURG	TRF10/22 FUEL USAGE9 0		2023	2	INV	P		93.06	111822	293955 10/2022 FUEL ALLOCA
			ACCOUNT TOTAL						93.06		
009676	525700		DIESEL FUEL								
001002	CITY OF HATTIESBURG	TRF10/22 FUEL USAGE9 0		2023	2	INV	P		777.93	111822	293955 10/2022 FUEL ALLOCA
			ACCOUNT TOTAL						777.93		
009676	546000		MINOR EQUIPMENT								
002083	ALLBRITTON CHAIN SAW	94197	2300416	2023	2	INV	P		1,965.06	111822	293894 TRIMMERS,SAWS & SUP
003987	PUCKETT RENTS	932840-0001	2300606	2023	2	INV	P		453.22	111822	294137 CHOPSAW BLADES, PRO
			ACCOUNT TOTAL						2,418.28		
009676	559000		OTHER OPERATING MATL/SPLY								
003772	NEWELL PAPER COMPANY	4142209	2300368	2023	2	INV	P		172.26	111822	294101 38X58 BLK 1.7MIL LI
			ACCOUNT TOTAL						172.26		
009676	561000		PLUMBING SUPPLIES								
004300	SOUTHERN WATERWORKS	92634	2300643	2023	2	INV	P		1,382.25	111822	294178 WAREHOUSE STOCK FOR
			ACCOUNT TOTAL						1,382.25		
009676	570000		MTR VEHICLE REP. PTS/SPL								
002166	AUTO ARMATURE SERVIC	29792	2300563	2023	2	INV	P		159.95	111822	293911 BATTERY FOR ASSET #
002166	AUTO ARMATURE SERVIC	29801	2300582	2023	2	INV	P		199.95	111822	293911 BATTERY FOR UNIT #
									359.90		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002700	EAGLE TIRE AND SERVI	INV068652	2300454	2023	2	INV	P		622.05	111822	293986 REPAIRS TO UNIT # 1
003861	PATTERSON AUTO ELECT	81542	2300619	2023	2	INV	P		122.83	111822	294112 REPAIRS TO UNIT # 2
048827	CARQUEST	14758-17921	2300182	2023	1	INV	P		89.83	111822	293938 REPAIR PARTS FOR JE
ACCOUNT TOTAL									1,194.61		
009676	630500		ELECTRICITY								
003700	MS POWER COMPANY	E2022 11.1.22	0	2023	2	INV	P		684.18	111822	294096 MS POWER VARIOUS DE
004282	SOUTHERN PINE ELECTR	E2022 11.3.22	0	2023	2	INV	P		388.38	111822	294175 SOUTHERN PINE VARIO
ACCOUNT TOTAL									1,072.56		
009676	636000		STREETS & STRUCTURES R&M								
004058	RJM MCQUEEN CONTRACT	2696	0	2023	1	INV	P		2,360.00	111822	294150 MB2022-680:SEWER RE
004058	RJM MCQUEEN CONTRACT	2697	0	2023	1	INV	P		3,920.00	111822	294150 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2698	0	2023	1	INV	P		6,209.96	111822	294150 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2699	0	2023	1	INV	P		6,980.00	111822	294150 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2700	0	2023	1	INV	P		5,495.85	111822	294150 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2706	0	2023	2	INV	P		2,550.00	111822	294150 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2708	0	2023	2	INV	P		8,066.00	111822	294150 MB2022-680:SEWER RE
									35,581.81		
ACCOUNT TOTAL									35,581.81		
009676	638400		MOTOR VEHICLE EQ. R&M								
002700	EAGLE TIRE AND SERVI	INV068652	2300454	2023	2	INV	P		235.00	111822	293986 REPAIRS TO UNIT # 1
003861	PATTERSON AUTO ELECT	81542	2300619	2023	2	INV	P		617.50	111822	294112 REPAIRS TO UNIT # 2
ACCOUNT TOTAL									852.50		
009676	638600		CONSTRUCTION EQUIP R&M								
002083	ALLBRITTON CHAIN SAW	14302	2300122	2023	1	INV	P		159.48	111822	293894 REPAIRS TO ASSET #
ACCOUNT TOTAL									159.48		
009676	739900		OTHER EQUIPMENT								
004311	SPARTAN TOOL, LLC	IN00081930	2300408	2023	2	INV	P		2,560.50	111822	294179 SENTINEL CAMERA SYS
004311	SPARTAN TOOL, LLC	IN00082098	2300408	2023	2	INV	P		670.48	111822	294179 SENTINEL CAMERA SYS
									3,230.98		
ACCOUNT TOTAL									3,230.98		
ORG 009676 TOTAL									81,027.02		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009677				W&S O&M-SEWER LAGOON DIV.							
009677	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF10/22	FUEL USAGE	9 0		2023	2	INV P	989.58	111822	293955 10/2022 FUEL ALLOCA
				ACCOUNT TOTAL					989.58		
009677	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	TRF10/22	FUEL USAGE	9 0		2023	2	INV P	381.93	111822	293955 10/2022 FUEL ALLOCA
				ACCOUNT TOTAL					381.93		
009677	602500			LEGAL							
004599	WATKINS & EAGAR	422300		0		2023	2	INV P	2,667.50	111822	294216 WASTEWATER AGREEMEN
004599	WATKINS & EAGAR	422301		0		2023	2	INV P	4,439.00	111822	294216 ENVIRONMENTAL MATTE
									7,106.50		
				ACCOUNT TOTAL					7,106.50		
009677	604900			OTHER PROFESSIONAL SERV.							
002288	BONNER ANALYTICAL TE	78297		0		2023	2	INV P	2,289.01	111822	293921 NPDES MONITORING FO
				ACCOUNT TOTAL					2,289.01		
009677	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022 11.1.22		0		2023	2	INV P	16,061.99	111822	294096 MS POWER VARIOUS DE
003873	PEARL RIVER VALLEY E	2022 10.21.22		0		2023	2	INV P	328.67	111822	294115 PEARL VALLEY ELECTR
003873	PEARL RIVER VALLEY E	2022 10.26.22		0		2023	2	INV P	559.50	111822	294115 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 10.31.22		0		2023	2	INV P	2,799.96	111822	294115 PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY E	2022 11.4.22		0		2023	2	INV P	38.67	111822	294115 PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY E	2022 11.8.22		0		2023	2	INV P	208.67	111822	294115 PRVEPA VARIOUS DEPT
									3,935.47		
				ACCOUNT TOTAL					19,997.46		
009677	638000			FIXED EQUIPMENT R&M							
003348	L & A CONTRACTING CO	483-226		0		2023	2	INV P	42,310.33	111822	294057 MB2016-64: LAGOONS
				ACCOUNT TOTAL					42,310.33		
				ORG 009677				TOTAL	73,074.81		
				FUND 009				WATER & SEWER OPERATION/MAINT.	TOTAL:		522,748.25

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
011000														
011000	114000													
002386	C. T. RENTALS	118016	84493		0	2023	2	INV P	43.20	111822	293936	METER DEP REF	84493	
002544	CONTINENTAL RAILS &	73536	44443		0	2023	2	INV P	40.00	111822	293971	METER DEP REF	44443	
002872	G & C FUNDING LLC	90899	84855		0	2023	2	INV P	14.80	111822	294003	METER DEP REF	84855	
002980	HALLMAN PROPERTY 19T	119977	86392		0	2023	2	INV P	14.80	111822	294014	METER DEP REF		
002980	HALLMAN PROPERTY 19T	120515	86921		0	2023	2	INV P	14.80	111822	294014	METER DEP REF	86921	
									29.60					
002983	HALLMAN PROPERTY MAN	120512	86918		0	2023	2	INV P	75.00	111822	294015	METER DEP REF	86918	
003573	MCSPARRIN, REBECCA 7	120245	86657		0	2023	2	INV P	75.00	111822	294079	METER DEP REF	86657	
004183	SHOEMAKER PROPERTIES	90150	59227		0	2023	2	INV P	31.80	111822	294164	METER DEP REF	59227	
048810	JACKSON BROTHERS	119518	85946		0	2023	2	INV P	18.00	111822	294033	METER DEP REF	85946	
048939	AFFORDABLE SOUTHERN	64841	36452		0	2023	2	INV P	400.00	111822	293890	METER DEP REF	36542	
049363	WILLIAM R WILSON	85623	55182		0	2023	2	INV P	8.80	111822	294218	METER DEP REF	55182	
049364	KATHY POWE	90966	59978		0	2023	2	INV P	14.80	111822	294048	METER DEP REF	59978	
049365	JASON DICK	98471	66638		0	2023	2	INV P	14.80	111822	294037	METER DEP REF	66638	
049366	LACEY BOSWELL	99472	67561		0	2023	2	INV P	8.80	111822	294058	METER DEP REF	67561	
049367	QUINCY L LEE	100107	68151		0	2023	2	INV P	14.80	111822	294139	METER DEP REF	68151	
049368	APRIL ALLEN	100984	68926		0	2023	2	INV P	8.80	111822	293898	METER DEP REF	68926	
049369	TNA PROPERTIES	101349	69266		0	2023	2	INV P	75.00	111822	294194	METER DEP REF	69266	
049370	TERRENCE TRIPLETT	105341	72862		0	2023	2	INV P	14.80	111822	294189	METER DEP REF	72862	
049371	KEZIAH S HARVEY	83790	77528		0	2023	2	INV P	14.80	111822	294054	METER DEP REF	77528	
049372	LARSEN GAUTHE	112270	79107		0	2023	2	INV P	75.00	111822	294064	METER DEP REF	79107	
049373	CHRISTOPHER M MAPP	112760	79556		0	2023	2	INV P	75.00	111822	293945	METER DEP REF	79556	
049374	MADISON WARREN	113023	79805		0	2023	2	INV P	14.80	111822	294071	METER DEP REF	79805	
049375	EVELYN WILLIAMS	113230	80006		0	2023	2	INV P	14.80	111822	293994	METER DEP REF	80006	
049377	ETHAN GLASS	114013	80716		0	2023	2	INV P	75.00	111822	293993	METER DEP REF	80716	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
049378	PEYTON ESTES	115092	81698	0	2023	2	INV	P	18.00	111822	294117	METER DEP REF 81698
049379	AMY FREEMAN	115095	81701	0	2023	2	INV	P	75.00	111822	293896	METER DEP REF 81701
049380	LP DE'INSPIRE	115264	81855	0	2023	2	INV	P	30.29	111822	294070	METER DEP REF 81855
049381	MICHAEL PEACOCK	115679	82262	0	2023	2	INV	P	75.00	111822	294083	METER DEP REF 82262
049382	BRADLEY ALLHOFF	115824	82394	0	2023	2	INV	P	9.76	111822	293925	METER DEP REF 82394
049383	KD HAIR BOUTIQUE	115961	82514	0	2023	2	INV	P	75.00	111822	294050	METER DEP REF 82514
049384	HALISHA BYRD	118973	85423	0	2023	2	INV	P	14.80	111822	294013	METER DEP REF 85423
049385	KINDRA COOK	117032	83526	0	2023	2	INV	P	18.00	111822	294055	METER DEP REF 83526
049386	CONNOR KUBICKI	118413	84885	0	2023	2	INV	P	75.00	111822	293970	METER DEP REF 84885
049387	TANNER MADDEN	118598	85063	0	2023	2	INV	P	75.00	111822	294187	METER DEP REF 85063
049388	ADAM CULBERT	118779	85236	0	2023	2	INV	P	31.80	111822	293885	METER DEP REF 85236
049389	MELISSA P CHARBONNEA	119382	85816	0	2023	2	INV	P	14.80	111822	294081	METER DPE REF 85816
049390	DENNIS MILLER	119802	86223	0	2023	2	INV	P	36.00	111822	293982	METER DEP REF 86223
049391	STEPHEN TRIPP	120698	87102	0	2023	2	INV	P	14.80	111822	294185	METER DEP REF 87102
049392	JUDITY FINK	120700	87104	0	2023	2	INV	P	14.80	111822	294045	METER DEP REF 87104
049393	MAXWELL BOMHOLD	120876	87278	0	2023	2	INV	P	75.00	111822	294076	METER DEP REF 87278
049394	ROSEBERRY INVESTMENT	67898	39385	0	2023	2	INV	P	40.00	111822	294157	METER DEP REF 39385
049397	RICHARDS CONSTRUCTIO	119343	85777	0	2023	2	INV	P	75.00	111822	294146	METER DEP REF 85777
049399	FRANCES SANDERS	63301	35193	0	2023	2	INV	P	5.70	111822	294001	METER DEP REF 35193
049400	JOEWANDA M PARKS	104313	71924	0	2023	2	INV	P	16.58	111822	294042	METER DEP REF 71924
049401	CHARLES MANNING	107650	74900	0	2023	2	INV	P	14.80	111822	293943	METER DEP REF 74900
049402	ROBERT GREEN	109556	76660	0	2023	2	INV	P	13.29	111822	294151	METER DEP REF 76660
049403	FRANKLIN OSBORNE	117194	83689	0	2023	2	INV	P	5.92	111822	294002	METER DEP REF 83689
049404	ALVIN CARTER	118852	85309	0	2023	2	INV	P	75.00	111822	293895	METER DEP REF 85309
049405	KAROLYN S THOMPSON	119582	86011	0	2023	2	INV	P	75.00	111822	294047	METER DEP REF 86011
049406	KELCEY GRAY	120749	87153	0	2023	2	INV	P	58.00	111822	294052	METER DEP REF 87153

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S				WARRANT		CHECK	DESCRIPTION	
049407 ROBERT L GLAAB		21903 4453		0	2023	2	INV	P	40.00	111822	294152	METER DEP REF 4453	
049408 AFFORDABLE SOUTHERN		64840 36541		0	2023	2	INV	P	400.00	111822	293891	METER DEPOSIT REFUN	
ACCOUNT TOTAL									2,629.74				
011000	115000			COLLECTION FEES									
002058	ADELA INC	040201490000 10/22		0	2023	2	INV	P	1,868.91	111822	293887	10/22 WATER COLLECT	
ACCOUNT TOTAL									1,868.91				
ORG 011000 TOTAL									4,498.65				
FUND 011 WATER & SEWER FUND					TOTAL:				4,498.65				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
039551			AIRPORT IMPR.-AIRPORT DIV						
039551	729599		MISC.OTHER IMPROVEMENTS						
004197	SHOWS DEARMAN & WAIT 23050	0	2023	1	INV P	612.50	111822	294165	MB 2012-1/34 HANGAR
ACCOUNT TOTAL						612.50			
ORG 039551 TOTAL						612.50			
FUND 039 AIRPORT IMPROVEMENT FUND						TOTAL:	612.50		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201											
072201	601500										
	004197	SHOWS DEARMAN & WAIT	22992		0	2023	1	INV P	875.00	111822	294165 MB 2012-1/34 CIVIC
	004197	SHOWS DEARMAN & WAIT	23074		0	2023	2	INV P	10,442.50	111822	294165 MB 2021-267 N 28TH
									11,317.50		
									ACCOUNT TOTAL		11,317.50
072201	636000										
	047056	WARREN PAVING INC	227747.1		227747	2023	2	INV P	25,168.48	111822	294213 PAVE ALLEY BETWEEN
									ACCOUNT TOTAL		25,168.48
072201	723014										
	004197	SHOWS DEARMAN & WAIT	23069		0	2023	2	INV P	7,437.50	111822	294165 MB 2020-113 LAMAR B
	004579	WALTERS CONSTRUCTION	LAMAR BLVD RD #19		0	2023	2	INV P	29,888.53	111822	294210 MB 2020-113 LAMAR B
									ACCOUNT TOTAL		37,326.03
072201	723025										
	004197	SHOWS DEARMAN & WAIT	23061		0	2023	1	INV P	15,754.50	111822	294165 MB 2021-171 COUNTRY
	048667	R & J CONSTRUCTION	COUNTRY CLUB RD #9		0	2023	2	INV P	180,669.08	111822	294140 MB 2021-172 COUNTRY
									ACCOUNT TOTAL		196,423.58
									ORG 072201 TOTAL		270,235.59
									FUND 072 MUNICIPAL ROAD & BRIDGE		TOTAL: 270,235.59

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570												
073570	525000											
001002	CITY OF HATTIESBURG	10/22	FUEL USAGE	0			2023	2	INV P	1,798.89	111822	293954 10/2022 FUEL ALLOCA
										1,798.89		
073570	525700											
001002	CITY OF HATTIESBURG	10/22	FUEL USAGE	0			2023	2	INV P	17,717.69	111822	293954 10/2022 FUEL ALLOCA
										17,717.69		
073570	606000											
002160	AT&T MOBILITY	287273578351X110822		0			2023	2	INV P	177.90	111822	293909 MB2016-287/WIRELESS
										177.90		
073570	643000											
002471	CINTAS CORPORATION # 4133074165			0			2023	2	INV P	151.11	111822	293947 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION # 4133751871			0			2023	2	INV P	157.21	111822	293946 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION # 4134440167			0			2023	2	INV P	139.21	111822	293947 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION # 4135129008			0			2023	2	INV P	177.98	111822	293946 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION # 4135830163			0			2023	2	INV P	174.78	111822	293946 HCT UNIFORM RENTALS
										800.29		
										800.29		
073570	686800											
002956	GROVE TRANSIT	JARC INV 10/9-22/22		0			2023	2	INV P	4,666.50	111822	294011 JARC GRANT MB#2020-
										4,666.50		
073570	687000											
002037	AB SUPPORT SERVICES 3B2009			0			2023	2	INV P	380.00	111822	293883 JANITORIAL CLEANING
002037	AB SUPPORT SERVICES 4b1009			2300002			2023	2	INV P	300.00	111822	293883 JANITORIAL CLEANING
										680.00		
										680.00		
										25,841.27		
										25,841.27		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
075695											
075695	601500										
		002490	CLEARWATER CONSULTAN	12.122203	0	2023	2	INV P	30,258.00	111822	293961 MB 2017-65 SOUTH LA
		002490	CLEARWATER CONSULTAN	12.42203	0	2023	2	INV P	5,318.00	111822	293961 MB 2017-65 MISCELLA
									35,576.00		
		004197	SHOWS DEARMAN & WAIT	23027	0	2023	1	INV P	3,132.50	111822	294165 MB 1201-1/34 WEST P
		004197	SHOWS DEARMAN & WAIT	23059	0	2023	1	INV P	8,425.00	111822	294165 MB 2021-45 HALL AVE
		004197	SHOWS DEARMAN & WAIT	23070	0	2023	2	INV P	8,200.00	111822	294165 MB 2018-288 INFRAST
		004197	SHOWS DEARMAN & WAIT	23071	0	2023	2	INV P	30,159.31	111822	294165 MB 2020-137 MLK ARE
		004197	SHOWS DEARMAN & WAIT	23073	0	2023	2	INV P	126,085.68	111822	294165 MB 2021-386 FOUNTAI
		004197	SHOWS DEARMAN & WAIT	23075	0	2023	2	INV P	1,917.00	111822	294165 MB 2021-337 ARCADIA
		004197	SHOWS DEARMAN & WAIT	23076	0	2023	2	INV P	1,205.00	111822	294165 MB 2021-399 W. 7TH
		004197	SHOWS DEARMAN & WAIT	23077	0	2023	2	INV P	21,570.00	111822	294165 MB 2021-465 FORREST
		004197	SHOWS DEARMAN & WAIT	23079	0	2023	2	INV P	13,187.50	111822	294165 MB 2012-1/34 STORM
									213,881.99		
									ACCOUNT TOTAL	249,457.99	
075695	722001										
		002915	GRADY CRAWFORD CONST	HALL AVE SEWER FINAL	0	2023	2	INV P	350,106.22	111822	294009 MB 2021-213 HALL AV
									ACCOUNT TOTAL	350,106.22	
075695	722005										
		004197	SHOWS DEARMAN & WAIT	23072	0	2023	2	INV P	13,615.00	111822	294165 MB 2020-138 MIDTOWN
									ACCOUNT TOTAL	13,615.00	
075695	724529										
		047045	JAY BEARDEN CONSTRUC	EAST JERUSALEM FINAL	0	2023	2	INV P	167,399.88	111822	294039 MB 2020-96 EAST JER
									ACCOUNT TOTAL	167,399.88	
075695	729569										
		047349	HEMPHILL CONST	WATER PLANT PH I #1	0	2023	2	INV P	224,579.63	111822	294021 MB 2021-375 WATER P
									ACCOUNT TOTAL	224,579.63	
									ORG 075695 TOTAL	1,005,158.72	
									FUND 075 WATER&SEWER CONSTRUCTION FUND	TOTAL:	1,005,158.72

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION	
077000		COMMUNITY CTR			BALANCE SHEET							
077000 122000					DAMAGE DEPOSITS							
049442	KAY SPEED	K SPEED 9/4/22	0	2023	2	INV	P	100.00	111822	294049	REFUND SECURITY DEP	
049443	KRISTY ARRINGTON	K ARRINGTON 9/17/22	0	2023	2	INV	P	100.00	111822	294056	REFUND SECURITY DEP	
049444	SHEILA SCOTT	S SCOTT 1/15/23	0	2023	2	INV	P	100.00	111822	294161	REFUND SECURITY DEP	
049445	BARBARA CONNER	B CONNER 9/16/22	0	2023	2	INV	P	250.00	111822	293916	REFUND SECURITY DEP	
049446	PETER ROGERS	P ROGERS 5/12/23	0	2023	2	INV	P	250.00	111822	294116	REFUND SECURITY DEP	
ACCOUNT TOTAL								800.00				
ORG 077000 TOTAL								800.00				
077001		COMMUNITY CTR			REVENUES							
077001 314300					JDS C.C. USE FEE							
049452	HAZEL YOUNG	H YOUNG 10/15/22	0	2023	2	INV	P	100.00	111822	294020	REFUND RENTAL FEE 1	
ACCOUNT TOTAL								100.00				
ORG 077001 TOTAL								100.00				
077650		COMMUNITY CTR			ADMIN/GENERAL							
077650 510000					CLEANING/JANITORIAL SPLY							
003772	NEWELL PAPER COMPANY	4141772	0	2023	2	INV	P	427.49	111822	294101	WYPALL WIPER, CLEAN	
ACCOUNT TOTAL								427.49				
077650 525000					GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 10/22 FUEL USAGE	0	2023	2	INV	P	251.29	111822	293956	TRF 10/2022 FUEL AL	
ACCOUNT TOTAL								251.29				
077650 606000					TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X110822	0	2023	2	INV	P	61.30	111822	293909	MB2016-287/WIRELESS	
ACCOUNT TOTAL								61.30				
077650 630000					GAS							
004321	SPIRE	G2022 11.3.22	0	2023	2	INV	P	840.82	111822	294181	SPIRE VARIOUS DEPT	
ACCOUNT TOTAL								840.82				
077650 630500					ELECTRICITY							
003700	MS POWER COMPANY	E2022 11.1.22	0	2023	2	INV	P	2,900.82	111822	294096	MS POWER VARIOUS DE	
ACCOUNT TOTAL								2,900.82				
077650 638000					FIXED EQUIPMENT R&M							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002031	A/C PARTS & EQUIPMEN	45360	2300446	2023	2	INV	P		4,999.00	111822	293882 UNIT REPLACEMENT FO
				ACCOUNT TOTAL					4,999.00		
077650	639900			OTHER REPAIRS AND MAINT.							
003905	PIERCE PLUMBING INC	20582548	0	2023	2	INV	P		133.75	111822	294119 TOILET REPAIR AT CE
				ACCOUNT TOTAL					133.75		
077650	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4133075127		0	2023	2	INV	P		189.23	111822	293946 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION # 4133752539		0	2023	2	INV	P		189.23	111822	293946 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION # 4134440724		0	2023	2	INV	P		189.77	111822	293946 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION # 4135129556		0	2023	2	INV	P		189.77	111822	293946 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION # 4135830608		0	2023	2	INV	P		189.77	111822	293946 UNIFORM RENTAL FOR
									947.77		
				ACCOUNT TOTAL					947.77		
				ORG 077650		TOTAL			10,562.24		
	FUND 077	COMMUNITY CENTERS ¹	FUND					TOTAL :	11,462.24		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
082285				CDBG-ENTITLEMENTS									
082285 525000				GAS AND OIL									
001002	CITY OF HATTIESBURG	TRF 10/22 FUEL USE82 0		2023	2	INV	P		273.83	111822		293957	TRF 10/2022 FUEL AL
ACCOUNT TOTAL									273.83				
082285 641000				OFFICE EQUIPMENT RENT									
004057	RJ YOUNG COMPANY	4922687	0	2023	2	INV	P		72.52	111822		294149	RJYOUNG COPIER SERV
004057	RJ YOUNG COMPANY	INV4940727	0	2023	2	INV	P		439.45	111822		294149	COPY MACHINE RATE C
									511.97				
ACCOUNT TOTAL									511.97				
ORG 082285 TOTAL									785.80				
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT				TOTAL:					785.80				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
086300								SPEC SALES TAX/RECREATION MAIN	
086300	729506							HBURG AMERICAN ARTS CENTER	
002746	ENVIRONMENTAL SERVIC #057AR/MR22	228204	2023	2	INV P	1,600.00	111822	293991	HATTIESBURG ARTS CE
004176	SHERWIN-WILLIAMS COM 8427-4	228684	2023	2	INV P	389.01	111822	294163	HATTIESBURG ARTS CE
	ACCOUNT TOTAL					1,989.01			
086300	729507							TATUM TENNIS RENOVATION	
047472	PITTMAN ENVIRO PES-22-101	229589	2023	2	INV P	1,450.00	111822	294127	TATUM PARK TENNIS C
	ACCOUNT TOTAL					1,450.00			
086300	7295PR							CAPITAL PROJECTS	
002796	FASTSIGNS OF HATTIES 2153-9160	229106	2023	2	INV P	4,950.00	111822	293998	JOOK MUSIC PARK TRA
049196	JW CHAIN CONTRACTORS 15-22-03	0	2023	2	INV P	465,726.60	111822	294046	MB 2021-518 JAYCEE
	ACCOUNT TOTAL					470,676.60			
	ORG 086300	TOTAL				474,115.61			
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV						TOTAL:	474,115.61		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
087601				INDUSTRIAL		PK-G.O.ACQUISITIONS					
087601 602500				LEGAL							
004171		SHEMPER, MICHAEL J P 110		0	2023	2	INV P	1,168.75	111822	294162	LEGAL SERVICES REND
047720		HOWDESHELL, PITTMAN 1102		0	2023	2	INV P	2,401.40	111822	294028	SERVICES RENDERED 1
ACCOUNT TOTAL								3,570.15			
ORG 087601 TOTAL								3,570.15			
FUND 087		INDUSTRIAL PARK DEVELOPMENT				TOTAL:		3,570.15			

YEAR/PERIOD: 2023/1 TO 2023/2														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION		
088603 PUBLIC SAFETY/REC CONSTRUCTION														
088603 710022 POLICE DEPARTMENT														
004197	SHOWS DEARMAN & WAIT			23080	0	2023	2	INV	P	3,140.00	111822	294165 MB	2012-1/34 SITE P	
ACCOUNT TOTAL										3,140.00				
088603 729501 HALL AVENUE OVERPASS														
003228	JACKSON, TULLOS & RO			7551	0	2023	2	INV	P	8,667.33	111822	294035 MB	2021-229 HALL AV	
003228	JACKSON, TULLOS & RO			7977	0	2023	2	INV	P	605.80	111822	294035 MB	2021-229 HALL AV	
										9,273.13				
003789	NORFOLK	SOUTHERN	COR	20160534	0	2023	2	INV	P	890.75	111822	294102 MB	2021-283 HALL AV	
003789	NORFOLK	SOUTHERN	COR	20161655	0	2023	2	INV	P	1,208.00	111822	294102 MB	2021-283 HALL AV	
003789	NORFOLK	SOUTHERN	COR	92798167	0	2023	2	INV	P	1,217.26	111822	294102 MB	2021-283 HALL AV	
003789	NORFOLK	SOUTHERN	COR	92890003	0	2023	2	INV	P	1,832.98	111822	294102 MB	2021-283 HALL AV	
										5,148.99				
048575	RIGHT OF WAY TECH			296	0	2023	2	INV	P	5,200.00	111822	294148 MB	2021-359 HALL AV	
048667	R & J CONSTRUCTION			HALL AVE EAST #8	0	2023	2	INV	P	787,479.29	111822	294140 MB	2021-325 HALL AV	
ACCOUNT TOTAL										807,101.41				
ORG 088603 TOTAL										810,241.41				
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION										TOTAL:	810,241.41			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/1 TO 2023/2												
ACCOUNT/VENDOR			INVOICE			PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
097201			INFRA IMPROVE-INTRNT SALES TAX									
097201	721006		N 28TH AVE BRIDGE									
047493	HOLLIDAY CONSTRUCTIO	N. 28TH BRIDGE #2	0	2023	2 INV P	77,196.77	111822		294027	MB	2021-455 N. 28TH	
ACCOUNT TOTAL						77,196.77						
097201			HARDY ST ROUNDABOUT									
047056	WARREN PAVING INC	HARDY ROUNDABOUT #10	0	2023	2 INV P	255,300.94	111822		294213	MB	2021-143 HARDY S	
ACCOUNT TOTAL						255,300.94						
ORG 097201 TOTAL						332,497.71						
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:						332,497.71						

** END OF REPORT - Generated by Jacqueline Thorne **

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

293881	11/18/2022	PRTD	2007 98 WASTE LLC	10/31/2022		111822	3,360.00
			98 WASTE LLC	10/31/2022		111822	6,034.00
			98 WASTE LLC	10/31/2022		111822	13,300.00
				CHECK	293881	TOTAL:	22,694.00
293882	11/18/2022	PRTD	2031 A/C PARTS & EQUIPMENT	11/03/2022	2300446	111822	4,999.00
				CHECK	293882	TOTAL:	4,999.00
293883	11/18/2022	PRTD	2037 AB SUPPORT SERVICES	10/27/2022	2300002	111822	1,600.00
			AB SUPPORT SERVICES	10/27/2022		111822	1,140.00
				CHECK	293883	TOTAL:	2,740.00
293884	11/18/2022	PRTD	47117 ABIGAIL L ALLEN	11/03/2022		111822	325.00
				CHECK	293884	TOTAL:	325.00
293885	11/18/2022	PRTD	49388 ADAM CULBERT	10/05/2022		111822	31.80
				CHECK	293885	TOTAL:	31.80
293886	11/18/2022	PRTD	49428 KAYLIN A ADAMS	11/10/2022		111822	40.00
				CHECK	293886	TOTAL:	40.00
293887	11/18/2022	PRTD	2058 ADELA INC	10/31/2022		111822	1,868.91
				CHECK	293887	TOTAL:	1,868.91
293888	11/18/2022	PRTD	2060 ADVANCE AUTO PARTS	10/27/2022	2300397	111822	643.50
			ADVANCE AUTO PARTS	10/28/2022	2300417	111822	285.57
			ADVANCE AUTO PARTS	10/24/2022	2300307	111822	1,053.82
			ADVANCE AUTO PARTS	10/31/2022	2300448	111822	172.74
			ADVANCE AUTO PARTS	10/06/2022	2300045	111822	4,203.74
			ADVANCE AUTO PARTS	11/10/2022	2300571	111822	513.16

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

			ADVANCE AUTO PARTS	11/10/2022	2300561	111822	1,062.37
			ADVANCE AUTO PARTS	11/15/2022	2300640	111822	39.88
			ADVANCE AUTO PARTS	11/15/2022	2300638	111822	682.75
			CHECK 293888 TOTAL:				8,657.53
293889	11/18/2022	PRTD	2066 AFFORDABLE EMERGENCY LIGHTS SERVICE	10/24/2022	2300344	111822	95.00
			CHECK 293889 TOTAL:				95.00
293890	11/18/2022	PRTD	48939 AFFORDABLE SOUTHERN HOMES, INC	10/25/2022		111822	400.00
			CHECK 293890 TOTAL:				400.00
293891	11/18/2022	PRTD	49408 AFFORDABLE SOUTHERN HOMES	10/25/2022		111822	400.00
			CHECK 293891 TOTAL:				400.00
293892	11/18/2022	PRTD	2071 AIRGAS USA LLC (NORDAN SMITH)	10/31/2022		111822	87.11
			AIRGAS USA LLC (NORDAN SMITH)	10/31/2022		111822	207.71
			AIRGAS USA LLC (NORDAN SMITH)	10/31/2022		111822	418.11
			CHECK 293892 TOTAL:				712.93
293893	11/18/2022	PRTD	48765 AIRPORT LIGHTING COMPANY OF NY INC.	11/01/2022	227752	111822	614.75
			CHECK 293893 TOTAL:				614.75
293894	11/18/2022	PRTD	2083 REYNOLDS BROTHERS ENTERPRISES	10/28/2022	2300122	111822	159.48
			REYNOLDS BROTHERS ENTERPRISES	10/28/2022	2300366	111822	35.00
			REYNOLDS BROTHERS ENTERPRISES	10/31/2022	2300416	111822	1,965.06
			REYNOLDS BROTHERS ENTERPRISES	11/07/2022	2300050	111822	200.78
			REYNOLDS BROTHERS ENTERPRISES	11/07/2022	2300050	111822	128.30
			REYNOLDS BROTHERS ENTERPRISES	11/07/2022	2300050	111822	183.49
			REYNOLDS BROTHERS ENTERPRISES	11/07/2022	2300050	111822	137.19

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

				REYNOLDS BROTHERS ENTERPRISES	11/10/2022	2300437	111822	120.17
				REYNOLDS BROTHERS ENTERPRISES	11/10/2022	2300437	111822	140.49
					CHECK	293894	TOTAL:	3,069.96
293895	11/18/2022	PRTD	49404	ALVIN CARTER	10/25/2022		111822	75.00
					CHECK	293895	TOTAL:	75.00
293896	11/18/2022	PRTD	49379	AMY FREEMAN	10/05/2022		111822	75.00
					CHECK	293896	TOTAL:	75.00
293897	11/18/2022	PRTD	2138	APPLIED CONCEPTS INC	11/14/2022	2300631	111822	3,095.00
					CHECK	293897	TOTAL:	3,095.00
293898	11/18/2022	PRTD	49368	APRIL ALLEN	10/05/2022		111822	8.80
					CHECK	293898	TOTAL:	8.80
293899	11/18/2022	PRTD	2146	ARNOLD LINE WATER ASSN INC	10/31/2022		111822	1,800.00
					CHECK	293899	TOTAL:	1,800.00
293900	11/18/2022	PRTD	2158	AT&T	10/28/2022		111822	202.00
				AT&T	10/28/2022		111822	443.40
				AT&T	11/04/2022		111822	95.58
				AT&T	11/08/2022		111822	97.46
					CHECK	293900	TOTAL:	838.44
293901	11/18/2022	PRTD	2158	AT&T	10/23/2022		111822	413.50
					CHECK	293901	TOTAL:	413.50
293902	11/18/2022	PRTD	2158	AT&T	11/01/2022		111822	9,709.60

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
CHECK NO CHK DATE TYPE VENDOR NAME

					INV DATE	PO	WARRANT	NET
					CHECK	293902	TOTAL:	9,709.60
293903	11/18/2022	PRTD	2158	AT&T	11/08/2022		111822	191.04
					CHECK	293903	TOTAL:	191.04
293904	11/18/2022	PRTD	2159	AT&T LONG DISTANCE SERVICE	11/01/2022		111822	31.96
					CHECK	293904	TOTAL:	31.96
293905	11/18/2022	PRTD	2160	AT&T MOBILITY	10/27/2022		111822	6,757.07
					CHECK	293905	TOTAL:	6,757.07
293906	11/18/2022	PRTD	2160	AT&T MOBILITY	10/27/2022		111822	6,605.95
					CHECK	293906	TOTAL:	6,605.95
293907	11/18/2022	PRTD	2160	AT&T MOBILITY	10/27/2022		111822	1,653.83
					CHECK	293907	TOTAL:	1,653.83
293908	11/18/2022	PRTD	2160	AT&T MOBILITY	10/27/2022		111822	1,410.68
					CHECK	293908	TOTAL:	1,410.68
293909	11/18/2022	PRTD	2160	AT&T MOBILITY	10/31/2022		111822	6,643.42
					CHECK	293909	TOTAL:	6,643.42
293910	11/18/2022	PRTD	2162	ATCO INTERNATIONAL	10/13/2022	2300077	111822	689.53
					CHECK	293910	TOTAL:	689.53
293911	11/18/2022	PRTD	2166	AUTO ARMATURE SERVICE INC	10/25/2022	2300327	111822	199.95
						11/09/2022	2300563 111822	159.95
						11/10/2022	2300582 111822	199.95
					CHECK	293911	TOTAL:	559.85

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

293912	11/18/2022	PRTD	2168	AUTO ZONE	10/19/2022	2300250	111822	139.99
				AUTO ZONE	10/19/2022	2300249	111822	220.01
				AUTO ZONE	10/19/2022	2300247	111822	37.04
				AUTO ZONE	10/19/2022	2300273	111822	120.64
					CHECK	293912	TOTAL:	517.68
293913	11/18/2022	PRTD	2169	AUTOMOTIVE GLASS SPECIALIST INC	11/08/2022	2300562	111822	155.00
				AUTOMOTIVE GLASS SPECIALIST INC	10/28/2022	2300410	111822	471.99
					CHECK	293913	TOTAL:	626.99
293914	11/18/2022	PRTD	2177	B S N SPORTS	09/11/2022	229484	111822	540.00
					CHECK	293914	TOTAL:	540.00
293915	11/18/2022	PRTD	2181	BADGER METER INC	10/28/2022		111822	3,038.63
					CHECK	293915	TOTAL:	3,038.63
293916	11/18/2022	PRTD	49445	BARBARA CONNER	11/16/2022		111822	250.00
					CHECK	293916	TOTAL:	250.00
293917	11/18/2022	PRTD	2215	BATTERIES PLUS BULBS #634	11/04/2022	2300498	111822	26.40
				BATTERIES PLUS BULBS #634	11/04/2022	2300498	111822	26.40
				BATTERIES PLUS BULBS #634	11/15/2022	2300642	111822	7.94
					CHECK	293917	TOTAL:	60.74
293918	11/18/2022	PRTD	2216	BATTERY WORLD	10/25/2022	2300348	111822	191.88
					CHECK	293918	TOTAL:	191.88
293919	11/18/2022	PRTD	2252	BIG IRON DIESEL REPAIR LLC	11/04/2022		111822	3,284.63

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

						CHECK	293919	TOTAL:	3,284.63
293920	11/18/2022	PRTD	2275	BLUE DOLPHIN POOLS		09/30/2022		111822	840.00
				BLUE DOLPHIN POOLS		10/31/2022		111822	893.49
						CHECK	293920	TOTAL:	1,733.49
293921	11/18/2022	PRTD	2288	BONNER ANALYTICAL TESTING CO		11/02/2022		111822	28.91
				BONNER ANALYTICAL TESTING CO		11/02/2022		111822	115.65
				BONNER ANALYTICAL TESTING CO		11/09/2022		111822	2,289.01
				BONNER ANALYTICAL TESTING CO		11/14/2022		111822	1,474.49
						CHECK	293921	TOTAL:	3,908.06
293922	11/18/2022	PRTD	47040	BOOT COUNTRY		10/24/2022		111822	259.98
						CHECK	293922	TOTAL:	259.98
293923	11/18/2022	PRTD	2304	BRACKMAN MOWER WAREHOUSE LLC		10/19/2022	2300222	111822	94.97
				BRACKMAN MOWER WAREHOUSE LLC		10/19/2022	2300223	111822	614.57
				BRACKMAN MOWER WAREHOUSE LLC		10/19/2022	2300225	111822	86.52
				BRACKMAN MOWER WAREHOUSE LLC		10/19/2022	2300226	111822	627.91
				BRACKMAN MOWER WAREHOUSE LLC		10/19/2022	2300227	111822	262.29
				BRACKMAN MOWER WAREHOUSE LLC		10/19/2022	2300232	111822	751.60
				BRACKMAN MOWER WAREHOUSE LLC		10/19/2022	2300233	111822	183.45
				BRACKMAN MOWER WAREHOUSE LLC		10/19/2022	2300231	111822	85.89
				BRACKMAN MOWER WAREHOUSE LLC		10/08/2022	2300098	111822	507.71
				BRACKMAN MOWER WAREHOUSE LLC		10/11/2022	2300075	111822	657.86
				BRACKMAN MOWER WAREHOUSE LLC		11/02/2022	2300425	111822	389.26
				BRACKMAN MOWER WAREHOUSE LLC		11/02/2022	2300426	111822	79.58
				BRACKMAN MOWER WAREHOUSE LLC		11/08/2022	2300529	111822	119.74

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

				BRACKMAN MOWER WAREHOUSE LLC	11/09/2022	2300490	111822	420.18
				BRACKMAN MOWER WAREHOUSE LLC	11/09/2022	2300293	111822	63.60
				BRACKMAN MOWER WAREHOUSE LLC	11/09/2022	2300295	111822	180.15
				BRACKMAN MOWER WAREHOUSE LLC	11/09/2022	2300292	111822	355.87
				BRACKMAN MOWER WAREHOUSE LLC	11/09/2022	2300291	111822	485.61
				BRACKMAN MOWER WAREHOUSE LLC	11/09/2022	2300290	111822	180.15
					CHECK	293923	TOTAL:	6,146.91
293924	11/18/2022	PRTD	49329	BRACKMAN'S STEPPING STONE ROCK AND	11/01/2022	2300023	111822	61.66
					CHECK	293924	TOTAL:	61.66
293925	11/18/2022	PRTD	49382	BRADLEY ALLHOFF	10/05/2022		111822	9.76
					CHECK	293925	TOTAL:	9.76
293926	11/18/2022	PRTD	48909	BRADY COMPANIES,LLC	10/26/2022	2300350	111822	1,177.23
					CHECK	293926	TOTAL:	1,177.23
293927	11/18/2022	PRTD	47971	BRETT CUMMINS	11/03/2022		111822	50.00
					CHECK	293927	TOTAL:	50.00
293928	11/18/2022	PRTD	48258	JOSHUA BRUNSON	11/10/2022		111822	160.00
					CHECK	293928	TOTAL:	160.00
293929	11/18/2022	PRTD	2359	BURGE GRADING	11/09/2022	2300545	111822	325.00
					CHECK	293929	TOTAL:	325.00
293930	11/18/2022	PRTD	2377	BUTLER, SNOW, O'MARA, STEVENS, CANNADA	11/15/2022		111822	362.00
				BUTLER, SNOW, O'MARA, STEVENS, CANNADA	10/01/2022		111822	4,728.05
				BUTLER, SNOW, O'MARA, STEVENS, CANNADA	10/13/2022		111822	1,271.50

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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				INV DATE	PO	WARRANT	NET
				CHECK	293930	TOTAL:	6,361.55
293931	11/18/2022	PRTD	2380 WADE J. BYRD	11/08/2022		111822	3,000.00
				CHECK	293931	TOTAL:	3,000.00
293932	11/18/2022	PRTD	2381 C A L E A INC	11/02/2022		111822	150.00
				CHECK	293932	TOTAL:	150.00
293933	11/18/2022	PRTD	3649 C J MORGAN	11/14/2022		111822	215,341.85
				CHECK	293933	TOTAL:	215,341.85
293934	11/18/2022	PRTD	2384 C SPIRE (MEGAGATE)	10/01/2022		111822	431.38
			C SPIRE (MEGAGATE)	11/01/2022		111822	14,968.22
				CHECK	293934	TOTAL:	15,399.60
293935	11/18/2022	PRTD	47050 C SPIRE (IP)	11/01/2022		111822	6,320.20
				CHECK	293935	TOTAL:	6,320.20
293936	11/18/2022	PRTD	2386 C. T. RENTALS	10/05/2022		111822	43.20
				CHECK	293936	TOTAL:	43.20
293937	11/18/2022	PRTD	2406 CANON FINANCIAL SERVICES, INC	10/12/2022		111822	194.48
				CHECK	293937	TOTAL:	194.48
293938	11/18/2022	PRTD	48827 HUMPHRIES AUTO SUPPLY, LLC	10/27/2022	2300182	111822	89.83
			HUMPHRIES AUTO SUPPLY, LLC	10/31/2022	2300144	111822	166.24
			HUMPHRIES AUTO SUPPLY, LLC	10/31/2022	2300376	111822	714.68
			HUMPHRIES AUTO SUPPLY, LLC	10/31/2022	2300204	111822	160.48
			HUMPHRIES AUTO SUPPLY, LLC	10/27/2022	2300385	111822	196.44
			HUMPHRIES AUTO SUPPLY, LLC	10/31/2022	2300415	111822	50.79

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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HUMPHRIES AUTO SUPPLY, LLC	10/27/2022	2300401	111822	80.24
HUMPHRIES AUTO SUPPLY, LLC	10/31/2022	2300105	111822	244.47
HUMPHRIES AUTO SUPPLY, LLC	10/27/2022	2300355	111822	108.02
HUMPHRIES AUTO SUPPLY, LLC	11/02/2022	2300472	111822	131.43
HUMPHRIES AUTO SUPPLY, LLC	10/20/2022	2300277	111822	429.96
HUMPHRIES AUTO SUPPLY, LLC	11/01/2022	2300461	111822	411.69
HUMPHRIES AUTO SUPPLY, LLC	11/03/2022	2300507	111822	85.24
HUMPHRIES AUTO SUPPLY, LLC	11/04/2022	2300506	111822	57.52
HUMPHRIES AUTO SUPPLY, LLC	11/03/2022	2300499	111822	82.01
HUMPHRIES AUTO SUPPLY, LLC	11/07/2022	2300540	111822	82.02
HUMPHRIES AUTO SUPPLY, LLC	10/28/2022	2300363	111822	180.69
HUMPHRIES AUTO SUPPLY, LLC	11/08/2022	2300236	111822	301.00
HUMPHRIES AUTO SUPPLY, LLC	11/09/2022	2300586	111822	65.91
HUMPHRIES AUTO SUPPLY, LLC	11/15/2022	2300567	111822	515.35

CHECK 293938 TOTAL: 4,154.01

293939 11/18/2022 PRD 48827 HUMPHRIES AUTO SUPPLY, LLC	10/28/2022	2300362	111822	5.50
HUMPHRIES AUTO SUPPLY, LLC	10/31/2022	2300438	111822	28.36
HUMPHRIES AUTO SUPPLY, LLC	11/02/2022	2300314	111822	41.07
HUMPHRIES AUTO SUPPLY, LLC	11/02/2022	2300241	111822	34.92
HUMPHRIES AUTO SUPPLY, LLC	11/02/2022	2300475	111822	30.96
HUMPHRIES AUTO SUPPLY, LLC	11/07/2022	2300245	111822	26.79
HUMPHRIES AUTO SUPPLY, LLC	11/02/2022	2300481	111822	40.54
HUMPHRIES AUTO SUPPLY, LLC	11/08/2022	2300555	111822	47.84
HUMPHRIES AUTO SUPPLY, LLC	11/07/2022	2300528	111822	38.55

CHECK 293939 TOTAL: 294.53

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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293940	11/18/2022	PRTD	2440	CENTER FOR GOVERNMENT AND COMMUNITY	10/24/2022		111822	215.00
					CHECK	293940	TOTAL:	215.00
293941	11/18/2022	PRTD	2442	CENTRAL PIPE SUPPLY INC	10/26/2022	2300339	111822	954.64
				CENTRAL PIPE SUPPLY INC	10/28/2022	2300085	111822	760.00
				CENTRAL PIPE SUPPLY INC	10/31/2022	2300309	111822	3,480.00
					CHECK	293941	TOTAL:	5,194.64
293942	11/18/2022	PRTD	2443	CERTIFIED LABORATORIES	10/26/2022	2300310	111822	4,725.00
				CERTIFIED LABORATORIES	11/01/2022	2300395	111822	4,786.80
				CERTIFIED LABORATORIES	10/27/2022	2300136	111822	2,957.15
				CERTIFIED LABORATORIES	11/07/2022	2300480	111822	4,725.00
				CERTIFIED LABORATORIES	11/07/2022	2300479	111822	14,869.50
				CERTIFIED LABORATORIES	11/14/2022	2300603	111822	4,725.00
					CHECK	293942	TOTAL:	36,788.45
293943	11/18/2022	PRTD	49401	CHARLES MANNING	10/25/2022		111822	14.80
					CHECK	293943	TOTAL:	14.80
293944	11/18/2022	PRTD	2460	CHEMPRO SERVICES	11/02/2022	227320	111822	16,150.00
					CHECK	293944	TOTAL:	16,150.00
293945	11/18/2022	PRTD	49373	CHRISTOPHER M MAPP JR	10/05/2022		111822	75.00
					CHECK	293945	TOTAL:	75.00
293946	11/18/2022	PRTD	2471	CINTAS CORPORATION #J66	10/06/2022		111822	193.53
				CINTAS CORPORATION #J66	10/20/2022		111822	168.03
				CINTAS CORPORATION #J66	10/31/2022		111822	366.78
				CINTAS CORPORATION #J66	10/31/2022		111822	224.06

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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INV DATE PO WARRANT NET

			CINTAS CORPORATION #J66	10/03/2022		111822	189.23
			CINTAS CORPORATION #J66	10/10/2022		111822	189.23
			CINTAS CORPORATION #J66	10/17/2022		111822	189.77
			CINTAS CORPORATION #J66	10/24/2022		111822	189.77
			CINTAS CORPORATION #J66	10/31/2022		111822	189.77
			CINTAS CORPORATION #J66	11/02/2022	2300407	111822	182.73
			CINTAS CORPORATION #J66	10/10/2022		111822	157.21
			CINTAS CORPORATION #J66	10/24/2022		111822	177.98
			CINTAS CORPORATION #J66	10/31/2022		111822	174.78
			CINTAS CORPORATION #J66	11/07/2022		111822	258.31
			CINTAS CORPORATION #J66	11/07/2022		111822	156.46
			CINTAS CORPORATION #J66	11/07/2022		111822	621.61
			CINTAS CORPORATION #J66	10/27/2022		111822	168.03
			CINTAS CORPORATION #J66	11/10/2022		111822	292.39
			CINTAS CORPORATION #J66	11/14/2022		111822	236.07
			CINTAS CORPORATION #J66	11/14/2022		111822	289.40
				CHECK	293946	TOTAL:	4,615.14
293947	11/18/2022	PRTD	2471 CINTAS CORPORATION #J66	10/10/2022		111822	54.89
			CINTAS CORPORATION #J66	10/17/2022		111822	82.30
			CINTAS CORPORATION #J66	10/31/2022		111822	61.89
			CINTAS CORPORATION #J66	10/31/2022		111822	67.12
			CINTAS CORPORATION #J66	10/31/2022		111822	56.80
			CINTAS CORPORATION #J66	10/31/2022		111822	102.92
			CINTAS CORPORATION #J66	10/31/2022		111822	60.87
			CINTAS CORPORATION #J66	10/03/2022		111822	151.11

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

			CINTAS CORPORATION #J66	10/17/2022		111822	139.21
			CINTAS CORPORATION #J66	11/07/2022		111822	51.33
			CINTAS CORPORATION #J66	11/07/2022		111822	61.89
			CINTAS CORPORATION #J66	11/07/2022		111822	55.24
			CINTAS CORPORATION #J66	11/07/2022		111822	61.59
			CINTAS CORPORATION #J66	11/14/2022		111822	51.33
			CINTAS CORPORATION #J66	11/14/2022		111822	61.89
			CINTAS CORPORATION #J66	11/14/2022		111822	91.48
			CINTAS CORPORATION #J66	11/14/2022		111822	113.98
			CINTAS CORPORATION #J66	11/14/2022		111822	101.61
			CINTAS CORPORATION #J66	11/14/2022		111822	54.09
			CINTAS CORPORATION #J66	11/14/2022		111822	60.07
				CHECK	293947	TOTAL:	1,541.61
293948	11/18/2022	PRTD	2471 CINTAS CORPORATION #J66	10/27/2022		111822	31.40
			CINTAS CORPORATION #J66	10/06/2022		111822	29.11
			CINTAS CORPORATION #J66	10/20/2022		111822	29.11
			CINTAS CORPORATION #J66	10/31/2022		111822	51.33
			CINTAS CORPORATION #J66	10/03/2022		111822	51.15
			CINTAS CORPORATION #J66	10/03/2022		111822	30.03
			CINTAS CORPORATION #J66	10/10/2022		111822	30.03
			CINTAS CORPORATION #J66	10/17/2022		111822	30.03
			CINTAS CORPORATION #J66	10/24/2022		111822	45.93
			CINTAS CORPORATION #J66	10/24/2022		111822	30.03
			CINTAS CORPORATION #J66	10/31/2022		111822	30.03
			CINTAS CORPORATION #J66	10/31/2022		111822	44.39
			CINTAS CORPORATION #J66	10/31/2022		111822	35.04

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO WARRANT NET

				CINTAS CORPORATION #J66	10/27/2022		111822	29.11
				CINTAS CORPORATION #J66	11/07/2022		111822	37.30
				CINTAS CORPORATION #J66	11/07/2022		111822	44.39
				CINTAS CORPORATION #J66	11/07/2022		111822	46.86
				CINTAS CORPORATION #J66	11/10/2022		111822	29.11
				CINTAS CORPORATION #J66	11/14/2022		111822	37.30
				CINTAS CORPORATION #J66	11/16/2022		111822	29.18
					CHECK	293948	TOTAL:	720.86
293949	11/18/2022	PRTD	2471	CINTAS CORPORATION #J66	10/31/2022		111822	18.56
				CINTAS CORPORATION #J66	10/31/2022		111822	25.00
				CINTAS CORPORATION #J66	10/31/2022		111822	7.70
				CINTAS CORPORATION #J66	11/07/2022		111822	25.00
				CINTAS CORPORATION #J66	11/07/2022		111822	7.70
				CINTAS CORPORATION #J66	11/07/2022		111822	18.56
				CINTAS CORPORATION #J66	11/14/2022		111822	18.56
				CINTAS CORPORATION #J66	11/14/2022		111822	25.00
				CINTAS CORPORATION #J66	11/14/2022		111822	7.70
					CHECK	293949	TOTAL:	153.78
293950	11/18/2022	PRTD	2472	CINTAS FIRST AID J71	10/27/2022		111822	84.41
					CHECK	293950	TOTAL:	84.41
293951	11/18/2022	PRTD	2472	CINTAS FIRST AID J71	10/26/2022		111822	127.23
				CINTAS FIRST AID J71	10/31/2022		111822	27.89
				CINTAS FIRST AID J71	10/27/2022		111822	360.76
				CINTAS FIRST AID J71	11/07/2022		111822	27.89

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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INV DATE PO WARRANT NET

					CHECK	293951	TOTAL:	543.77
293952	11/18/2022	PRTD	2473	CIOX HEALTH	11/07/2022		111822	145.10
				CIOX HEALTH	11/07/2022		111822	24.50
					CHECK	293952	TOTAL:	169.60
293953	11/18/2022	PRTD	1002	CITY OF HATTIESBURG FUND #001	11/04/2022		111822	7,538.73
					CHECK	293953	TOTAL:	7,538.73
293954	11/18/2022	PRTD	1002	CITY OF HATTIESBURG FUND #001	11/04/2022		111822	19,516.58
					CHECK	293954	TOTAL:	19,516.58
293955	11/18/2022	PRTD	1002	CITY OF HATTIESBURG FUND #001	11/04/2022		111822	12,016.46
					CHECK	293955	TOTAL:	12,016.46
293956	11/18/2022	PRTD	1002	CITY OF HATTIESBURG FUND #001	11/04/2022		111822	251.29
					CHECK	293956	TOTAL:	251.29
293957	11/18/2022	PRTD	1002	CITY OF HATTIESBURG FUND #001	11/04/2022		111822	273.83
					CHECK	293957	TOTAL:	273.83
293958	11/18/2022	PRTD	49430	WILLIAM W CALRK	11/10/2022		111822	60.00
					CHECK	293958	TOTAL:	60.00
293959	11/18/2022	PRTD	2487	CLEARPOINT CONSULTING ENGINEERS PA	11/01/2022		111822	7,500.00
					CHECK	293959	TOTAL:	7,500.00
293960	11/18/2022	PRTD	48943	CLEARVIEW AI, INC	10/27/2022	2300370	111822	12,495.00
					CHECK	293960	TOTAL:	12,495.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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293961	11/18/2022	PRTD	2490	CLEARWATER CONSULTANTS INC	10/31/2022		111822	30,258.00
				CLEARWATER CONSULTANTS INC	10/31/2022		111822	5,318.00
					CHECK	293961	TOTAL:	35,576.00
293962	11/18/2022	PRTD	2492	CLEMTS HARDWARE	10/18/2022	2300235	111822	1,089.93
				CLEMTS HARDWARE	11/07/2022	2300536	111822	106.93
					CHECK	293962	TOTAL:	1,196.86
293963	11/18/2022	PRTD	47062	COAST CHLORINATOR & PUMP CO INC	10/27/2022	2300318	111822	3,996.00
				COAST CHLORINATOR & PUMP CO INC	10/26/2022	2300320	111822	3,592.00
					CHECK	293963	TOTAL:	7,588.00
293964	11/18/2022	PRTD	2507	JAMES COLEMAN	11/03/2022	2300489	111822	225.00
					CHECK	293964	TOTAL:	225.00
293965	11/18/2022	PRTD	2522	COMCAST	10/27/2022		111822	114.62
					CHECK	293965	TOTAL:	114.62
293966	11/18/2022	PRTD	2523	COMCAST CABLEVISION OF HATTIESBURG	11/01/2022		111822	141.11
					CHECK	293966	TOTAL:	141.11
293967	11/18/2022	PRTD	2527	COMMERCIAL STATIONERY CO INC	10/28/2022	2300381	111822	116.14
				COMMERCIAL STATIONERY CO INC	10/28/2022	2300386	111822	44.38
					CHECK	293967	TOTAL:	160.52
293968	11/18/2022	PRTD	2539	CONNECTOR SPECIALISTS OF ALABAMA, I	11/02/2022	2300477	111822	755.33
					CHECK	293968	TOTAL:	755.33
293969	11/18/2022	PRTD	2540	TOBARRA CONNER	11/10/2022		111822	180.00
				TOBARRA CONNER	11/10/2022		111822	80.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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					CHECK	293969	TOTAL:	260.00
293970	11/18/2022	PRTD	49386	CONNOR KUBICKI	10/05/2022		111822	75.00
					CHECK	293970	TOTAL:	75.00
293971	11/18/2022	PRTD	2544	CONTINENTAL RAILS & EXCAVATING INC	10/25/2022		111822	40.00
					CHECK	293971	TOTAL:	40.00
293972	11/18/2022	PRTD	2545	CONTROL SYSTEMS INC	11/01/2022		111822	360.00
					CHECK	293972	TOTAL:	360.00
293973	11/18/2022	PRTD	2559	CORE & MAIN (HD SUPPLY WATERWORKS)	10/26/2022	229228	111822	1,186.60
				CORE & MAIN (HD SUPPLY WATERWORKS)	11/02/2022	2300396	111822	3,995.80
				CORE & MAIN (HD SUPPLY WATERWORKS)	11/02/2022	2300364	111822	826.00
				CORE & MAIN (HD SUPPLY WATERWORKS)	11/02/2022	2300364	111822	712.54
					CHECK	293973	TOTAL:	6,720.94
293974	11/18/2022	PRTD	2564	COURT PROGRAMS INC	10/31/2022		111822	480.00
				COURT PROGRAMS INC	11/02/2022		111822	5,090.00
					CHECK	293974	TOTAL:	5,570.00
293975	11/18/2022	PRTD	2565	COURTESY MOTORS INC	10/27/2022	2300371	111822	477.61
					CHECK	293975	TOTAL:	477.61
293976	11/18/2022	PRTD	2567	COURTNEY'S RESTAURANT EQUIP REPAIR	11/10/2022	229218	111822	661.46
					CHECK	293976	TOTAL:	661.46
293977	11/18/2022	PRTD	49423	COVINGTON COUNTY BOARD OF SUPERVISO	10/01/2022		111822	80.00
					CHECK	293977	TOTAL:	80.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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293978	11/18/2022	PRTD	2577	CRAIN TRACTOR & EQUIPMENT SALES	11/07/2022	2300174	111822	1,352.86
					CHECK	293978	TOTAL:	1,352.86
293979	11/18/2022	PRTD	49441	DAVIS VERNON	11/16/2022		111822	100.00
					CHECK	293979	TOTAL:	100.00
293980	11/18/2022	PRTD	2641	DEEP SOUTH TRUCK & EQUIP SALES INC	11/07/2022	2300405	111822	25,010.00
					CHECK	293980	TOTAL:	25,010.00
293981	11/18/2022	PRTD	2648	DELTA FOREMOST CHEMICAL CORP	10/28/2022	2300237	111822	437.52
					CHECK	293981	TOTAL:	437.52
293982	11/18/2022	PRTD	49390	DENNIS MILLER	10/05/2022		111822	36.00
					CHECK	293982	TOTAL:	36.00
293983	11/18/2022	PRTD	2665	DIXIE COMMUNITY UTILITY ASSN	10/05/2022		111822	421.50
				DIXIE COMMUNITY UTILITY ASSN	11/03/2022		111822	423.00
					CHECK	293983	TOTAL:	844.50
293984	11/18/2022	PRTD	2670	DOGIPOT (PROPET DISTRIBUTORS)	10/12/2022	2300095	111822	1,035.60
					CHECK	293984	TOTAL:	1,035.60
293985	11/18/2022	PRTD	2672	DOLEAC ELECTRIC CO INC	10/21/2022		111822	910.78
					CHECK	293985	TOTAL:	910.78
293986	11/18/2022	PRTD	2700	EAGLE TIRE AND SERVICE	10/31/2022	2300359	111822	387.88
				EAGLE TIRE AND SERVICE	10/28/2022	2300369	111822	1,896.51
				EAGLE TIRE AND SERVICE	10/26/2022	2300264	111822	1,062.68
				EAGLE TIRE AND SERVICE	11/01/2022	2300360	111822	744.76
				EAGLE TIRE AND SERVICE	10/31/2022	2300439	111822	146.76

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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			EAGLE TIRE AND SERVICE	11/03/2022	2300454	111822	857.05
			EAGLE TIRE AND SERVICE	11/09/2022	2300505	111822	845.68
				CHECK	293986	TOTAL:	5,941.32
293987	11/18/2022	PRTD	2714 ECONOMY SUPPLY CO	10/05/2022	2300009	111822	167.56
			ECONOMY SUPPLY CO	10/06/2022	2300008	111822	1,023.70
			ECONOMY SUPPLY CO	11/01/2022	2300229	111822	311.75
			ECONOMY SUPPLY CO	11/02/2022	2300473	111822	114.59
			ECONOMY SUPPLY CO	10/18/2022	2300219	111822	85.35
			ECONOMY SUPPLY CO	10/20/2022	2300285	111822	88.50
			ECONOMY SUPPLY CO	10/20/2022	2300216	111822	47.99
			ECONOMY SUPPLY CO	11/07/2022	2300512	111822	37.90
			ECONOMY SUPPLY CO	11/14/2022	2300589	111822	23.90
				CHECK	293987	TOTAL:	1,901.24
293988	11/18/2022	PRTD	2733 EMERGENCY EQUIPMENT PROFESSIONAL IN	11/10/2022	2300559	111822	1,566.53
				CHECK	293988	TOTAL:	1,566.53
293989	11/18/2022	PRTD	2739 EMPIRE TRUCK SALES(JACKSON)	11/03/2022	2300476	111822	689.88
			EMPIRE TRUCK SALES(JACKSON)	11/10/2022	2300516	111822	14.84
			EMPIRE TRUCK SALES(JACKSON)	11/14/2022	2300565	111822	1,429.45
				CHECK	293989	TOTAL:	2,134.17
293990	11/18/2022	PRTD	47562 ENCO UTILITY SERVICES FLORIDA LLC	10/27/2022		111822	2,969.13
			ENCO UTILITY SERVICES FLORIDA LLC	11/08/2022		111822	4,184.53
			ENCO UTILITY SERVICES FLORIDA LLC	11/16/2022		111822	2,101.71
			ENCO UTILITY SERVICES FLORIDA LLC	11/16/2022		111822	307.89

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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					CHECK	293990	TOTAL:	9,563.26
293991	11/18/2022	PRTD	2746	ENVIRONMENTAL SERVICES LLC	11/01/2022	228204	111822	1,600.00
					CHECK	293991	TOTAL:	1,600.00
293992	11/18/2022	PRTD	2751	LIONSQUARE EQUIPMENT	11/10/2022	2300556	111822	1,152.00
					CHECK	293992	TOTAL:	1,152.00
293993	11/18/2022	PRTD	49377	ETHAN GLASS	10/05/2022		111822	75.00
					CHECK	293993	TOTAL:	75.00
293994	11/18/2022	PRTD	49375	EVELYN WILLIAMS	10/05/2022		111822	14.80
					CHECK	293994	TOTAL:	14.80
293995	11/18/2022	PRTD	2777	JOSEPH FAGAN	11/04/2022	2300313	111822	4,999.00
					CHECK	293995	TOTAL:	4,999.00
293996	11/18/2022	PRTD	49413	SHELBY PALMERI FARRIS	11/10/2022		111822	20.00
					CHECK	293996	TOTAL:	20.00
293997	11/18/2022	PRTD	2795	FASTENAL COMPANY	10/28/2022	2300403	111822	359.76
				FASTENAL COMPANY	10/18/2022	2300201	111822	350.00
					CHECK	293997	TOTAL:	709.76
293998	11/18/2022	PRTD	2796	HUBCITY GRAPHIX	10/24/2022	229106	111822	4,950.00
					CHECK	293998	TOTAL:	4,950.00
293999	11/18/2022	PRTD	2798	FEDERAL EXPRESS	11/09/2022		111822	75.18
					CHECK	293999	TOTAL:	75.18

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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294000	11/18/2022	PRTD	47187	FOUR SEASONS LAWN AND LANDSCAPE LLC	10/31/2022		111822	2,397.94
				FOUR SEASONS LAWN AND LANDSCAPE LLC	11/01/2022		111822	2,576.50
				FOUR SEASONS LAWN AND LANDSCAPE LLC	11/01/2022		111822	4,180.00
				FOUR SEASONS LAWN AND LANDSCAPE LLC	11/11/2022		111822	2,020.00
					CHECK	294000	TOTAL:	11,174.44
294001	11/18/2022	PRTD	49399	FRANCES SANDERS	10/25/2022		111822	5.70
					CHECK	294001	TOTAL:	5.70
294002	11/18/2022	PRTD	49403	FRANKLIN OSBORNE	10/25/2022		111822	5.92
					CHECK	294002	TOTAL:	5.92
294003	11/18/2022	PRTD	2872	G & C FUNDING LLC	10/25/2022		111822	14.80
					CHECK	294003	TOTAL:	14.80
294004	11/18/2022	PRTD	2879	GALL'S LLC	11/12/2022	228428	111822	419.83
					CHECK	294004	TOTAL:	419.83
294005	11/18/2022	PRTD	2883	GARNER LUMLEY ELECTRIC SPLY CO	10/27/2022	2300373	111822	17.56
				GARNER LUMLEY ELECTRIC SPLY CO	10/27/2022	2300308	111822	249.25
					CHECK	294005	TOTAL:	266.81
294006	11/18/2022	PRTD	2892	GEO-JOBE GIS CONSULTING	11/01/2022		111822	11,500.00
					CHECK	294006	TOTAL:	11,500.00
294007	11/18/2022	PRTD	2901	GILKEY ELECTRIC SUPPLY CO INC	10/31/2022	2300352	111822	50.00
				GILKEY ELECTRIC SUPPLY CO INC	10/31/2022	2300406	111822	199.74
				GILKEY ELECTRIC SUPPLY CO INC	10/17/2022	2300207	111822	125.00
				GILKEY ELECTRIC SUPPLY CO INC	10/10/2022	2300035	111822	330.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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				GILKEY ELECTRIC SUPPLY CO INC	10/12/2022	2300167	111822	3,527.00
				GILKEY ELECTRIC SUPPLY CO INC	10/18/2022	2300242	111822	100.00
				GILKEY ELECTRIC SUPPLY CO INC	10/27/2022	2300377	111822	65.00
				GILKEY ELECTRIC SUPPLY CO INC	11/09/2022	2300593	111822	67.46
				GILKEY ELECTRIC SUPPLY CO INC	11/09/2022	2300591	111822	35.00
				GILKEY ELECTRIC SUPPLY CO INC	11/09/2022	2300543	111822	90.60
					CHECK	294007	TOTAL:	4,589.80
294008	11/18/2022	PRTD	2905	GILLILANDS ELECTRONICS SUPPLY CO	10/31/2022		111822	90.00
					CHECK	294008	TOTAL:	90.00
294009	11/18/2022	PRTD	2915	GRADY CRAWFORD CONSTRUCTION CO.	10/27/2022		111822	350,106.22
					CHECK	294009	TOTAL:	350,106.22
294010	11/18/2022	PRTD	47024	GREENPOINT AG HOLDINGS, LLC	11/01/2022		111822	269.84
				GREENPOINT AG HOLDINGS, LLC	11/10/2022	2300579	111822	260.00
					CHECK	294010	TOTAL:	529.84
294011	11/18/2022	PRTD	2956	GROVE TRANSIT	10/31/2022		111822	4,666.50
					CHECK	294011	TOTAL:	4,666.50
294012	11/18/2022	PRTD	2965	JONI S GUTHRIE	11/10/2022		111822	270.00
					CHECK	294012	TOTAL:	270.00
294013	11/18/2022	PRTD	49384	HALISHA BYRD	10/05/2022		111822	14.80
					CHECK	294013	TOTAL:	14.80
294014	11/18/2022	PRTD	2980	HALLMAN PROPERTY 19TH AVE 412	10/05/2022		111822	14.80
				HALLMAN PROPERTY 19TH AVE 412	10/05/2022		111822	14.80

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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					CHECK	294014	TOTAL:	29.60
294015	11/18/2022	PRTD	2983	HALLMAN PROPERTY MANAGEMENT 1	10/05/2022		111822	75.00
					CHECK	294015	TOTAL:	75.00
294016	11/18/2022	PRTD	49410	HARLEY-DAVIDSON MOTOR COMPANY, INC	11/01/2022		111822	650.00
					CHECK	294016	TOTAL:	650.00
294017	11/18/2022	PRTD	47346	HATTIESBURG CYCLES INC	11/09/2022	2300590	111822	75.62
					CHECK	294017	TOTAL:	75.62
294018	11/18/2022	PRTD	3034	HATTIESBURG HYDRAULICS INC	10/25/2022	2300215	111822	93.04
				HATTIESBURG HYDRAULICS INC	11/07/2022	2300522	111822	2,954.95
				HATTIESBURG HYDRAULICS INC	11/07/2022	2300520	111822	119.00
				HATTIESBURG HYDRAULICS INC	11/15/2022	2300646	111822	334.26
					CHECK	294018	TOTAL:	3,501.25
294019	11/18/2022	PRTD	3040	HAVARD PEST CONTROL INC	10/31/2022		111822	125.00
				HAVARD PEST CONTROL INC	10/21/2022		111822	79.00
				HAVARD PEST CONTROL INC	10/11/2022		111822	60.00
				HAVARD PEST CONTROL INC	10/03/2022		111822	45.00
					CHECK	294019	TOTAL:	309.00
294020	11/18/2022	PRTD	49452	HAZEL YOUNG	11/16/2022		111822	100.00
					CHECK	294020	TOTAL:	100.00
294021	11/18/2022	PRTD	47349	HEMPHILL CONSTRUCTION CO INC	10/28/2022		111822	224,579.63
					CHECK	294021	TOTAL:	224,579.63

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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INV DATE PO WARRANT NET

294022	11/18/2022	PRTD	49046	PAULA MICHELLE HENDERSON	10/28/2022	111822	2,800.00
					CHECK	294022 TOTAL:	2,800.00
294023	11/18/2022	PRTD	3090	HICKS LAW FIRM, LLC	11/08/2022	111822	1,200.00
				HICKS LAW FIRM, LLC	11/08/2022	111822	660.00
					CHECK	294023 TOTAL:	1,860.00
294024	11/18/2022	PRTD	47021	HINTON, ANTHONY	11/08/2022	111822	360.00
					CHECK	294024 TOTAL:	360.00
294025	11/18/2022	PRTD	3106	HOLLAND VETERINARY HOSPITAL PA	11/02/2022	111822	254.80
				HOLLAND VETERINARY HOSPITAL PA	11/02/2022	111822	344.30
				HOLLAND VETERINARY HOSPITAL PA	11/02/2022	111822	69.29
					CHECK	294025 TOTAL:	668.39
294026	11/18/2022	PRTD	48656	HOLLEY REBECCA RUMBARGER	11/03/2022	111822	300.00
					CHECK	294026 TOTAL:	300.00
294027	11/18/2022	PRTD	47493	HOLLIDAY CONSTRUCTION LLC	10/31/2022	111822	77,196.77
					CHECK	294027 TOTAL:	77,196.77
294028	11/18/2022	PRTD	47720	PITTMAN HOWDESHELL, PLLC	10/31/2022	111822	2,401.40
					CHECK	294028 TOTAL:	2,401.40
294029	11/18/2022	PRTD	3141	HATTIESBURG PUBLISHING INC	11/08/2022	111822	100.16
				HATTIESBURG PUBLISHING INC	11/15/2022	111822	251.28
					CHECK	294029 TOTAL:	351.44
294030	11/18/2022	PRTD	3186	INSTALLATION PLUS	11/09/2022	111822	562.00
				INSTALLATION PLUS	11/16/2022	111822	75.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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INV DATE PO WARRANT NET

					CHECK	294030 TOTAL:	637.00
294031	11/18/2022	PRTD	3191	INTERFACE SECURITY SYSTEMS LLC	11/01/2022	111822	46.99
					CHECK	294031 TOTAL:	46.99
294032	11/18/2022	PRTD	3216	J M H GRAPHICS	10/21/2022	2300347 111822	4,035.00
					CHECK	294032 TOTAL:	4,035.00
294033	11/18/2022	PRTD	48810	JACKSON BROTHERS CONSTRUCTION 9	10/05/2022	111822	18.00
					CHECK	294033 TOTAL:	18.00
294034	11/18/2022	PRTD	3220	JACKSON COMMUNICATIONS	10/24/2022	2300287 111822	960.00
					CHECK	294034 TOTAL:	960.00
294035	11/18/2022	PRTD	3228	JACKSON, TULLOS & ROGERS, PLLC	11/03/2022	111822	605.80
				JACKSON, TULLOS & ROGERS, PLLC	09/20/2022	111822	8,667.33
					CHECK	294035 TOTAL:	9,273.13
294036	11/18/2022	PRTD	47011	ENMON ENTERPRISES LLC	11/09/2022	2300340 111822	521.00
				ENMON ENTERPRISES LLC	11/09/2022	2300340 111822	415.00
				ENMON ENTERPRISES LLC	11/09/2022	2300340 111822	483.00
					CHECK	294036 TOTAL:	1,419.00
294037	11/18/2022	PRTD	49365	JASON DICK	10/05/2022	111822	14.80
					CHECK	294037 TOTAL:	14.80
294038	11/18/2022	PRTD	47486	JASPER ENGINE EXCHANGE INC	11/01/2022	228753 111822	5,546.00
					CHECK	294038 TOTAL:	5,546.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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INV DATE PO WARRANT NET

294039	11/18/2022	PRTD	47045	JAY BEARDEN CONSTRUCTION INC	10/28/2022		111822	167,399.88
					CHECK	294039	TOTAL:	167,399.88
294040	11/18/2022	PRTD	3246	JERRY'S AUTOMOTIVE REPAIR INC	10/10/2022	2300156	111822	416.80
				JERRY'S AUTOMOTIVE REPAIR INC	10/06/2022	229628	111822	1,364.75
				JERRY'S AUTOMOTIVE REPAIR INC	11/07/2022	2300527	111822	1,575.40
					CHECK	294040	TOTAL:	3,356.95
294041	11/18/2022	PRTD	49349	JESSICA R POWELL	11/10/2022		111822	30.00
					CHECK	294041	TOTAL:	30.00
294042	11/18/2022	PRTD	49400	JOEWANDA M PARKS	10/25/2022		111822	16.58
					CHECK	294042	TOTAL:	16.58
294043	11/18/2022	PRTD	3253	JOHNNY'S WRECKER SERVICE	11/01/2022		111822	475.00
				JOHNNY'S WRECKER SERVICE	11/01/2022		111822	375.00
				JOHNNY'S WRECKER SERVICE	11/04/2022		111822	425.00
					CHECK	294043	TOTAL:	1,275.00
294044	11/18/2022	PRTD	3462	LISA JOLLY	11/14/2022		111822	208.88
					CHECK	294044	TOTAL:	208.88
294045	11/18/2022	PRTD	49392	JUDITY FINK	10/05/2022		111822	14.80
					CHECK	294045	TOTAL:	14.80
294046	11/18/2022	PRTD	49196	JW CHAIN CONTRACTORS, LLC	10/25/2022		111822	465,726.60
					CHECK	294046	TOTAL:	465,726.60
294047	11/18/2022	PRTD	49405	KAROLYN S THOMPSON	10/25/2022		111822	75.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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						CHECK	294047	TOTAL:	75.00
294048	11/18/2022	PRTD	49364	KATHY POWE	10/05/2022		111822		14.80
						CHECK	294048	TOTAL:	14.80
294049	11/18/2022	PRTD	49442	KAY SPEED	11/16/2022		111822		100.00
						CHECK	294049	TOTAL:	100.00
294050	11/18/2022	PRTD	49383	KD HAIR BOUTIQUE	10/05/2022		111822		75.00
						CHECK	294050	TOTAL:	75.00
294051	11/18/2022	PRTD	3308	KEITHCO PETROLEUM	10/11/2022	2300104	111822		13,821.55
						CHECK	294051	TOTAL:	13,821.55
294052	11/18/2022	PRTD	49406	KELCEY GRAY	10/25/2022		111822		58.00
						CHECK	294052	TOTAL:	58.00
294053	11/18/2022	PRTD	3313	ANNETTE KETTLEY	10/28/2022		111822		10.00
				ANNETTE KETTLEY	11/10/2022		111822		80.00
						CHECK	294053	TOTAL:	90.00
294054	11/18/2022	PRTD	49371	KEZIAH S HARVEY	10/05/2022		111822		14.80
						CHECK	294054	TOTAL:	14.80
294055	11/18/2022	PRTD	49385	KINDRA COOK	10/05/2022		111822		18.00
						CHECK	294055	TOTAL:	18.00
294056	11/18/2022	PRTD	49443	KRISTY ARRINGTON	11/16/2022		111822		100.00
						CHECK	294056	TOTAL:	100.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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					INV DATE	PO	WARRANT	NET
294057	11/18/2022	PRTD	3348	L & A CONTRACTING CO	11/08/2022		111822	42,310.33
					CHECK	294057	TOTAL:	42,310.33
294058	11/18/2022	PRTD	49366	LACEY BOSWELL	10/05/2022		111822	8.80
					CHECK	294058	TOTAL:	8.80
294059	11/18/2022	PRTD	3371	LAMAR CTY SHERIFF	11/02/2022		111822	150.00
					CHECK	294059	TOTAL:	150.00
294060	11/18/2022	PRTD	3381	LANDARC CONSULTING GROUP INC	10/31/2022		111822	5,180.00
					CHECK	294060	TOTAL:	5,180.00
294061	11/18/2022	PRTD	3385	LANDRY LEWIS GERMANY ARCHITECTS, P.	10/28/2022		111822	7,500.00
					CHECK	294061	TOTAL:	7,500.00
294062	11/18/2022	PRTD	3388	LARD OIL COMPANY	10/27/2022	2300367	111822	3,438.00
				LARD OIL COMPANY	10/31/2022	2300440	111822	186.71
					CHECK	294062	TOTAL:	3,624.71
294063	11/18/2022	PRTD	3389	MICHAELSLARRYLIL-JACKIES & BODY TE	11/04/2022		111822	55.00
				MICHAELSLARRYLIL-JACKIES & BODY TE	11/02/2022		111822	80.00
				MICHAELSLARRYLIL-JACKIES & BODY TE	11/03/2022		111822	55.00
				MICHAELSLARRYLIL-JACKIES & BODY TE	11/14/2022		111822	65.00
					CHECK	294063	TOTAL:	255.00
294064	11/18/2022	PRTD	49372	LARSEN GAUTHE	10/05/2022		111822	75.00
					CHECK	294064	TOTAL:	75.00
294065	11/18/2022	PRTD	3397	LEARFIELD IMG COLLEGE	11/03/2022		111822	1,000.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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INV DATE PO WARRANT NET

						CHECK	294065	TOTAL:	1,000.00
294066	11/18/2022	PRTD	48772	ANTHONY LEE	11/10/2022		111822		225.00
						CHECK	294066	TOTAL:	225.00
294067	11/18/2022	PRTD	49416	LOCAL GOVERNMENT SERVICES	10/05/2022		111822		825.00
						CHECK	294067	TOTAL:	825.00
294068	11/18/2022	PRTD	49414	LORRIE'S FURNITURE LLC	11/11/2022	2300510	111822		4,920.00
						CHECK	294068	TOTAL:	4,920.00
294069	11/18/2022	PRTD	3458	GINGER MADDOX LOWREY	11/15/2022		111822		106.99
						CHECK	294069	TOTAL:	106.99
294070	11/18/2022	PRTD	49380	LP DE'INSPIRE	10/05/2022		111822		30.29
						CHECK	294070	TOTAL:	30.29
294071	11/18/2022	PRTD	49374	MADISON WARREN	10/05/2022		111822		14.80
						CHECK	294071	TOTAL:	14.80
294072	11/18/2022	PRTD	3497	MAPLES GAS COMPANY	10/25/2022	2300323	111822		14,282.83
						CHECK	294072	TOTAL:	14,282.83
294073	11/18/2022	PRTD	3508	MAGDALINE MARTIN	11/10/2022		111822		144.00
						CHECK	294073	TOTAL:	144.00
294074	11/18/2022	PRTD	48966	DAVID J MARTINEZ	11/01/2022		111822		1,500.00
				DAVID J MARTINEZ	10/21/2022		111822		4,500.00
						CHECK	294074	TOTAL:	6,000.00

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294075	11/18/2022	PRTD	3515	MAULDIN COMPANY	11/01/2022		111822	34.84
					CHECK	294075	TOTAL:	34.84
294076	11/18/2022	PRTD	49393	MAXWELL BOMHOLD	10/05/2022		111822	75.00
					CHECK	294076	TOTAL:	75.00
294077	11/18/2022	PRTD	3543	MCELHANEY PLUMBING INC	11/04/2022	2300504	111822	129.70
				MCELHANEY PLUMBING INC	11/09/2022	2300576	111822	86.34
				MCELHANEY PLUMBING INC	11/09/2022	2300523	111822	24.90
					CHECK	294077	TOTAL:	240.94
294078	11/18/2022	PRTD	3570	MCQUAGGE PRODUCTIONS	11/14/2022	2300387	111822	1,913.90
					CHECK	294078	TOTAL:	1,913.90
294079	11/18/2022	PRTD	3573	REBECCA MCSPARRIN	10/05/2022		111822	75.00
					CHECK	294079	TOTAL:	75.00
294080	11/18/2022	PRTD	3576	GARLINGTON HALLER VENTURES	10/31/2022		111822	30,477.95
				GARLINGTON HALLER VENTURES	11/07/2022		111822	29,975.13
					CHECK	294080	TOTAL:	60,453.08
294081	11/18/2022	PRTD	49389	MELISSA P CHARBONNEAU	10/05/2022		111822	14.80
					CHECK	294081	TOTAL:	14.80
294082	11/18/2022	PRTD	3583	METRIX SOLUTIONS	11/08/2022		111822	1,780.00
					CHECK	294082	TOTAL:	1,780.00
294083	11/18/2022	PRTD	49381	MICHAEL PEACOCK	10/05/2022		111822	75.00
					CHECK	294083	TOTAL:	75.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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					INV DATE	PO	WARRANT	NET
294084	11/18/2022	PRTD	3587	MID SOUTH GLASS INC	11/07/2022	2300532	111822	10.00
					CHECK	294084	TOTAL:	10.00
294085	11/18/2022	PRTD	3588	MID SOUTH UNIFORM & SUPPLY INC	10/28/2022	2300302	111822	239.29
					CHECK	294085	TOTAL:	239.29
294086	11/18/2022	PRTD	49431	CLIFFORD G MILLER	11/10/2022		111822	200.00
					CHECK	294086	TOTAL:	200.00
294087	11/18/2022	PRTD	49419	MISSISSIPPI POWER PAYMENTS	11/07/2022		111822	472.59
					CHECK	294087	TOTAL:	472.59
294088	11/18/2022	PRTD	49419	MISSISSIPPI POWER PAYMENTS	11/07/2022		111822	3,894.20
					CHECK	294088	TOTAL:	3,894.20
294089	11/18/2022	PRTD	49419	MISSISSIPPI POWER PAYMENTS	11/07/2022		111822	4,073.84
					CHECK	294089	TOTAL:	4,073.84
294090	11/18/2022	PRTD	49427	MISSISSIPPI STATE UNIVERSITY	11/09/2022		111822	215.00
					CHECK	294090	TOTAL:	215.00
294091	11/18/2022	PRTD	3634	DDW & ASSOC LLC	11/01/2022		111822	245.00
				DDW & ASSOC LLC	11/01/2022		111822	245.00
					CHECK	294091	TOTAL:	490.00
294092	11/18/2022	PRTD	49438	MONROE NEAL JR	11/16/2022		111822	500.00
					CHECK	294092	TOTAL:	500.00
294093	11/18/2022	PRTD	3637	MONTAGUE, PITTMAN & VARNADO PA	11/01/2022		111822	500.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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						CHECK	294093	TOTAL:	500.00
294094	11/18/2022	PRTD	48917	MS CONCRETE PROFESSIONALS LLC	11/08/2022		111822		1,300.00
				MS CONCRETE PROFESSIONALS LLC	11/08/2022		111822		350.00
				MS CONCRETE PROFESSIONALS LLC	11/08/2022		111822		350.00
				MS CONCRETE PROFESSIONALS LLC	11/08/2022		111822		350.00
				MS CONCRETE PROFESSIONALS LLC	11/08/2022		111822		350.00
				MS CONCRETE PROFESSIONALS LLC	11/08/2022		111822		1,500.00
				MS CONCRETE PROFESSIONALS LLC	11/08/2022		111822		300.00
				MS CONCRETE PROFESSIONALS LLC	11/08/2022		111822		300.00
				MS CONCRETE PROFESSIONALS LLC	11/08/2022		111822		1,275.00
						CHECK	294094	TOTAL:	6,075.00
294095	11/18/2022	PRTD	3695	MS MUNICIPAL LIABILITY PLAN	10/26/2022		111822		429,881.42
						CHECK	294095	TOTAL:	429,881.42
294096	11/18/2022	PRTD	3700	MS POWER COMPANY	10/26/2022		111822		101.04
				MS POWER COMPANY	10/28/2022		111822		849.96
				MS POWER COMPANY	11/03/2022		111822		54.93
				MS POWER COMPANY	11/01/2022		111822		56,902.53
						CHECK	294096	TOTAL:	57,908.46
294097	11/18/2022	PRTD	3718	MSP ENTERPRISES, LLC	11/13/2022		111822		16,113.76
						CHECK	294097	TOTAL:	16,113.76
294098	11/18/2022	PRTD	3742	N & H ELECTRONIC DISTRIBUTING INC	10/27/2022	2300375	111822		141.70
						CHECK	294098	TOTAL:	141.70

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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					INV DATE	PO	WARRANT	NET
294099	11/18/2022	PRTD	3744	NAFECO-NORTH AMERICA FIRE EQUIP CO	10/24/2022	2300117	111822	385.99
					CHECK	294099	TOTAL:	385.99
294100	11/18/2022	PRTD	49203	NATHAN SATCHER	11/15/2022		111822	74.29
					CHECK	294100	TOTAL:	74.29
294101	11/18/2022	PRTD	3772	NEWELL PAPER COMPANY	10/27/2022	2300342	111822	264.53
						10/28/2022	2300368 111822	172.26
						10/14/2022	2300100 111822	148.97
						10/31/2022	2300251 111822	375.43
						11/14/2022	2300450 111822	514.60
						10/21/2022	111822	427.49
					CHECK	294101	TOTAL:	1,903.28
294102	11/18/2022	PRTD	3789	NORFOLK SOUTHERN CORP	11/01/2022		111822	2,291.90
						11/01/2022	111822	1,208.00
						11/01/2022	111822	890.75
						11/01/2022	111822	1,217.26
						10/26/2022	111822	1,832.98
					CHECK	294102	TOTAL:	7,440.89
294103	11/18/2022	PRTD	3798	NORTHGATE LAND & TIMBER, LLC	10/31/2022		111822	96.00
					CHECK	294103	TOTAL:	96.00
294104	11/18/2022	PRTD	3817	KYLE J O'NEAL	11/10/2022		111822	60.00
					CHECK	294104	TOTAL:	60.00
294105	11/18/2022	PRTD	3818	O'REILLY AUTO PARTS	11/03/2022	2300503	111822	97.00
						11/02/2022	2300456 111822	200.37

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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					CHECK	294105	TOTAL:	297.37
294106	11/18/2022	PRTD	3809	OFFICE DEPOT INC	10/19/2022	2300190	111822	108.31
					CHECK	294106	TOTAL:	108.31
294107	11/18/2022	PRTD	3810	OFFICE PRODUCTS PLUS	11/10/2022	2300296	111822	289.99
				OFFICE PRODUCTS PLUS	11/11/2022	2300598	111822	2,134.50
				OFFICE PRODUCTS PLUS	11/14/2022	2300614	111822	91.00
				OFFICE PRODUCTS PLUS	11/11/2022	2300614	111822	353.25
					CHECK	294107	TOTAL:	2,868.74
294108	11/18/2022	PRTD	3825	OWENS BUSINESS MACHINES INC	10/28/2022		111822	70.36
				OWENS BUSINESS MACHINES INC	10/28/2022		111822	187.00
				OWENS BUSINESS MACHINES INC	10/28/2022		111822	36.30
					CHECK	294108	TOTAL:	293.66
294109	11/18/2022	PRTD	4684	PACIFIC PHYSICIAN SERVICES, LLC	10/03/2022		111822	108.00
					CHECK	294109	TOTAL:	108.00
294110	11/18/2022	PRTD	49440	PAMELA GAVIN	11/16/2022		111822	500.00
					CHECK	294110	TOTAL:	500.00
294111	11/18/2022	PRTD	3843	PARISH TRACTOR (HATTIESBURG)	11/02/2022	2300485	111822	53.95
				PARISH TRACTOR (HATTIESBURG)	10/31/2022	229624	111822	1,716.42
				PARISH TRACTOR (HATTIESBURG)	10/19/2022		111822	84.57
					CHECK	294111	TOTAL:	1,854.94
294112	11/18/2022	PRTD	3861	PATTERSON AUTO ELECTRIC	11/01/2022	2300155	111822	1,700.00
				PATTERSON AUTO ELECTRIC	11/04/2022	2300519	111822	488.04

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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				PATTERSON AUTO ELECTRIC	10/04/2022	2300012	111822	1,094.87
				PATTERSON AUTO ELECTRIC	11/03/2022	2300496	111822	2,689.50
				PATTERSON AUTO ELECTRIC	11/15/2022	2300600	111822	1,000.50
				PATTERSON AUTO ELECTRIC	11/15/2022	2300619	111822	740.33
				CHECK	294112	TOTAL:		7,713.24
294113	11/18/2022	PRTD	48836	PAYTON, RAY A.	11/02/2022		111822	2,500.00
				CHECK	294113	TOTAL:		2,500.00
294114	11/18/2022	PRTD	3869	LINDA STANLEY	10/24/2022		111822	225.00
				LINDA STANLEY	10/24/2022		111822	275.00
				LINDA STANLEY	10/26/2022		111822	300.00
				LINDA STANLEY	10/24/2022		111822	225.00
				CHECK	294114	TOTAL:		1,025.00
294115	11/18/2022	PRTD	3873	PEARL RIVER VALLEY EPA	10/21/2022		111822	1,583.27
				PEARL RIVER VALLEY EPA	10/26/2022		111822	4,178.70
				PEARL RIVER VALLEY EPA	10/31/2022		111822	8,912.49
				PEARL RIVER VALLEY EPA	11/08/2022		111822	694.76
				PEARL RIVER VALLEY EPA	11/04/2022		111822	969.25
				CHECK	294115	TOTAL:		16,338.47
294116	11/18/2022	PRTD	49446	PETER ROGERS	11/16/2022		111822	250.00
				CHECK	294116	TOTAL:		250.00
294117	11/18/2022	PRTD	49378	PEYTON ESTES	10/05/2022		111822	18.00
				CHECK	294117	TOTAL:		18.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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294118	11/18/2022	PRTD	3897	PHILLIPS BARK PROCESSING CO	10/24/2022	2300253	111822	2,080.00
				PHILLIPS BARK PROCESSING CO	10/20/2022	2300253	111822	2,080.00
				PHILLIPS BARK PROCESSING CO	10/06/2022	2300005	111822	1,485.00
				PHILLIPS BARK PROCESSING CO	10/07/2022	2300005	111822	1,485.00
				CHECK	294118	TOTAL:		7,130.00
294119	11/18/2022	PRTD	3905	PIERCE PLUMBING INC	10/27/2022		111822	657.83
				PIERCE PLUMBING INC	11/07/2022		111822	133.75
				CHECK	294119	TOTAL:		791.58
294120	11/18/2022	PRTD	3912	PILEUM CORPORATION	10/29/2022		111822	6,913.75
				CHECK	294120	TOTAL:		6,913.75
294121	11/18/2022	PRTD	3915	PINE BELT CDJR, INC (MCMULLAN EQUIP	10/27/2022	2300392	111822	1,400.00
				PINE BELT CDJR, INC (MCMULLAN EQUIP	10/27/2022	2300391	111822	740.80
				CHECK	294121	TOTAL:		2,140.80
294122	11/18/2022	PRTD	3917	PINE BELT MENTAL HEALTHCARE RESOURC	10/01/2022		111822	10,448.72
				CHECK	294122	TOTAL:		10,448.72
294123	11/18/2022	PRTD	3918	PINE BELT OIL COMPANY INC	11/08/2022	2300524	111822	15,890.74
				PINE BELT OIL COMPANY INC	11/08/2022	2300524	111822	15,249.48
				CHECK	294123	TOTAL:		31,140.22
294124	11/18/2022	PRTD	3918	PINE BELT OIL COMPANY INC	11/04/2022		111822	2,034.37
				CHECK	294124	TOTAL:		2,034.37
294125	11/18/2022	PRTD	3920	PINE BELT REGIONAL SOLID WASTE AUTH	10/31/2022		111822	34,931.23

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					CHECK	294125	TOTAL:	34,931.23
294126	11/18/2022	PRTD	3921	PINE BELT TROPHY	11/01/2022		111822	103.40
					CHECK	294126	TOTAL:	103.40
294127	11/18/2022	PRTD	47472	PITTMAN ENVIROMENTAL SERVICES LLC	10/15/2022	229589	111822	1,450.00
					CHECK	294127	TOTAL:	1,450.00
294128	11/18/2022	PRTD	3941	POLLARD WATER.COM-EAST	10/31/2022	2300205	111822	487.47
				POLLARD WATER.COM-EAST	11/02/2022	2300484	111822	185.75
					CHECK	294128	TOTAL:	673.22
294129	11/18/2022	PRTD	47043	PORTABLE TOILETS LLC	10/03/2022		111822	995.00
				PORTABLE TOILETS LLC	10/03/2022		111822	545.00
				PORTABLE TOILETS LLC	10/01/2022	225799	111822	1,885.00
				PORTABLE TOILETS LLC	09/01/2022	225799	111822	1,885.00
				PORTABLE TOILETS LLC	10/04/2022		111822	285.00
				PORTABLE TOILETS LLC	11/01/2022		111822	1,762.00
					CHECK	294129	TOTAL:	7,357.00
294130	11/18/2022	PRTD	3953	POWELL CONSTRUCTION SERVICES INC	10/31/2022		111822	4,582.00
					CHECK	294130	TOTAL:	4,582.00
294131	11/18/2022	PRTD	3958	RANDY POWELL	11/10/2022		111822	52.50
				RANDY POWELL	10/28/2022		111822	20.00
				RANDY POWELL	11/10/2022		111822	600.00
					CHECK	294131	TOTAL:	672.50
294132	11/18/2022	PRTD	47490	PRECISION COMMUNICATIONS INC	11/08/2022		111822	6,848.28

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						CHECK	294132	TOTAL:	6,848.28
294133	11/18/2022	PRTD	3964	DANIEL HOBSON	10/04/2022	228493	111822		12,126.00
						CHECK	294133	TOTAL:	12,126.00
294134	11/18/2022	PRTD	48676	PROCARE LANDS CAPE LLC	10/28/2022		111822		3,000.00
						CHECK	294134	TOTAL:	3,000.00
294135	11/18/2022	PRTD	47581	PROTECTION AGENCY AND SECURITY SERV	10/01/2022		111822		600.00
				PROTECTION AGENCY AND SECURITY SERV	10/22/2022		111822		650.00
				PROTECTION AGENCY AND SECURITY SERV	10/29/2022		111822		525.00
						CHECK	294135	TOTAL:	1,775.00
294136	11/18/2022	PRTD	3986	PUCKETT MACHINERY COMPANY	11/15/2022		111822		1,967.90
						CHECK	294136	TOTAL:	1,967.90
294137	11/18/2022	PRTD	3987	PUCKETT RENTS	11/14/2022	2300606	111822		453.22
						CHECK	294137	TOTAL:	453.22
294138	11/18/2022	PRTD	3993	GARY BOWMAN	11/10/2022	2300587	111822		939.95
						CHECK	294138	TOTAL:	939.95
294139	11/18/2022	PRTD	49367	QUINCY L LEE	10/05/2022		111822		14.80
						CHECK	294139	TOTAL:	14.80
294140	11/18/2022	PRTD	48667	R & J CONSTRUCTION	11/08/2022		111822		180,669.08
				R & J CONSTRUCTION	11/15/2022		111822		787,479.29
						CHECK	294140	TOTAL:	968,148.37
294141	11/18/2022	PRTD	4003	RAWLS SPRINGS UTILITY DISTRICT	10/20/2022		111822		210.00

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						CHECK	294141	TOTAL:	210.00
294142	11/18/2022	PRTD	48422	NANCY REBEKAH RAY	11/10/2022		111822		225.00
						CHECK	294142	TOTAL:	225.00
294143	11/18/2022	PRTD	4008	JACK RAYNER	11/07/2022		111822		600.00
						CHECK	294143	TOTAL:	600.00
294144	11/18/2022	PRTD	4017	REGIONS CARDHOLDER SERVICES	10/31/2022		111822		5,001.48
				REGIONS CARDHOLDER SERVICES	10/31/2022		111822		1,324.56
				REGIONS CARDHOLDER SERVICES	10/31/2022		111822		1,667.52
				REGIONS CARDHOLDER SERVICES	10/31/2022		111822		2,804.74
				REGIONS CARDHOLDER SERVICES	10/31/2022		111822		1,810.74
				REGIONS CARDHOLDER SERVICES	10/31/2022		111822		3,496.39
						CHECK	294144	TOTAL:	16,105.43
294145	11/18/2022	PRTD	4030	REPUBLIC SERVICES INC	10/31/2022	2300081	111822		20,392.83
						CHECK	294145	TOTAL:	20,392.83
294146	11/18/2022	PRTD	49397	RICHARDS CONSTRUCTION	10/25/2022		111822		75.00
						CHECK	294146	TOTAL:	75.00
294147	11/18/2022	PRTD	4050	RICOH CORP	11/01/2022		111822		167.37
				RICOH CORP	11/01/2022		111822		82.15
				RICOH CORP	11/11/2022		111822		192.00
						CHECK	294147	TOTAL:	441.52
294148	11/18/2022	PRTD	48575	RIGHT OF WAY TECHNOLOGY, INC	10/11/2022		111822		5,200.00
						CHECK	294148	TOTAL:	5,200.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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INV DATE PO WARRANT NET

294149	11/18/2022	PRTD	4057	RJ YOUNG COMPANY	11/16/2022	111822	439.45
				RJ YOUNG COMPANY	11/16/2022	111822	72.52
				RJ YOUNG COMPANY	11/01/2022	111822	237.16
				RJ YOUNG COMPANY	11/01/2022	111822	249.28
				RJ YOUNG COMPANY	11/01/2022	111822	176.56
				RJ YOUNG COMPANY	11/01/2022	111822	208.21
				CHECK	294149	TOTAL:	1,383.18
294150	11/18/2022	PRTD	4058	RJM MCQUEEN CONTRACTING INC	10/21/2022	111822	2,360.00
				RJM MCQUEEN CONTRACTING INC	10/21/2022	111822	3,920.00
				RJM MCQUEEN CONTRACTING INC	10/21/2022	111822	6,209.96
				RJM MCQUEEN CONTRACTING INC	10/21/2022	111822	6,980.00
				RJM MCQUEEN CONTRACTING INC	10/21/2022	111822	5,495.85
				RJM MCQUEEN CONTRACTING INC	11/03/2022	111822	14,464.00
				RJM MCQUEEN CONTRACTING INC	10/25/2022	111822	15,433.00
				RJM MCQUEEN CONTRACTING INC	11/08/2022	111822	2,550.00
				RJM MCQUEEN CONTRACTING INC	11/10/2022	111822	8,066.00
				CHECK	294150	TOTAL:	65,478.81
294151	11/18/2022	PRTD	49402	ROBERT GREEN	10/25/2022	111822	13.29
				CHECK	294151	TOTAL:	13.29
294152	11/18/2022	PRTD	49407	ROBERT L GLAAB	10/05/2022	111822	40.00
				CHECK	294152	TOTAL:	40.00
294153	11/18/2022	PRTD	49421	GLORIA ROBINSON	11/10/2022	111822	40.00
				CHECK	294153	TOTAL:	40.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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INV DATE PO WARRANT NET

294154	11/18/2022	PRTD	49425	NARIAH B ROBINSON	11/10/2022		111822	40.00
					CHECK	294154	TOTAL:	40.00
294155	11/18/2022	PRTD	4075	RODCO, LLC	10/29/2022		111822	500.00
					CHECK	294155	TOTAL:	500.00
294156	11/18/2022	PRTD	4076	KEVIN ROGERS	10/27/2022		111822	500.00
					CHECK	294156	TOTAL:	500.00
294157	11/18/2022	PRTD	49394	ROSEBERRY INVESTMENTS LLC	10/05/2022		111822	40.00
					CHECK	294157	TOTAL:	40.00
294158	11/18/2022	PRTD	4106	SACKS OUTDOOR SUPPLY	11/09/2022	2300601	111822	124.95
					CHECK	294158	TOTAL:	124.95
294159	11/18/2022	PRTD	4139	SCOTTS HYDRAULIC SERVICES	11/03/2022		111822	4,859.43
				SCOTTS HYDRAULIC SERVICES	10/27/2022	2300357	111822	4,193.03
				SCOTTS HYDRAULIC SERVICES	10/26/2022	2300325	111822	482.25
				SCOTTS HYDRAULIC SERVICES	11/08/2022	2300551	111822	1,297.94
				SCOTTS HYDRAULIC SERVICES	11/14/2022	2300627	111822	1,812.60
				SCOTTS HYDRAULIC SERVICES	11/15/2022	2300649	111822	535.51
					CHECK	294159	TOTAL:	13,180.76
294160	11/18/2022	PRTD	4162	AMATULLAH SHABAZZ	11/10/2022		111822	216.00
					CHECK	294160	TOTAL:	216.00
294161	11/18/2022	PRTD	49444	SHEILA SCOTT	11/16/2022		111822	100.00
					CHECK	294161	TOTAL:	100.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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294162	11/18/2022	PRTD	4171	MICHAEL SEMPEN PLLC	10/31/2022	111822	1,168.75
					CHECK	294162 TOTAL:	1,168.75
294163	11/18/2022	PRTD	4176	SHERWIN-WILLIAMS COMPANY	11/01/2022	228684 111822	389.01
					CHECK	294163 TOTAL:	389.01
294164	11/18/2022	PRTD	4183	SHOEMAKER PROPERTIES	10/25/2022	111822	31.80
					CHECK	294164 TOTAL:	31.80
294165	11/18/2022	PRTD	4197	SHOWS DEARMAN & WAITS INC	10/06/2022	111822	8,425.00
				SHOWS DEARMAN & WAITS INC	10/06/2022	111822	15,754.50
				SHOWS DEARMAN & WAITS INC	09/29/2022	111822	1,250.00
				SHOWS DEARMAN & WAITS INC	09/29/2022	111822	612.50
				SHOWS DEARMAN & WAITS INC	09/22/2022	111822	4,422.50
				SHOWS DEARMAN & WAITS INC	09/22/2022	111822	3,132.50
				SHOWS DEARMAN & WAITS INC	09/22/2022	111822	875.00
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	7,437.50
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	8,200.00
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	7,382.50
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	30,159.31
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	13,615.00
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	126,085.68
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	10,442.50
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	1,917.00
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	21,570.00
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	13,187.50
				SHOWS DEARMAN & WAITS INC	10/24/2022	111822	750.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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				SHOWS DEARMAN & WAITS INC	10/24/2022		111822	3,140.00
				SHOWS DEARMAN & WAITS INC	10/24/2022		111822	1,205.00
					CHECK	294165	TOTAL:	279,563.99
294166	11/18/2022	PRTD	4205	SIGNS FIRST	10/01/2022		111822	30.15
				SIGNS FIRST	11/01/2022	221499	111822	46,354.84
					CHECK	294166	TOTAL:	46,384.99
294167	11/18/2022	PRTD	4221	CARLTON SMITH	11/10/2022		111822	150.00
					CHECK	294167	TOTAL:	150.00
294168	11/18/2022	PRTD	4234	JIM SERVICES SMITH	10/25/2022		111822	635.88
					CHECK	294168	TOTAL:	635.88
294169	11/18/2022	PRTD	4256	SOLAR SUPPLY INC	10/27/2022	2300383	111822	333.30
				SOLAR SUPPLY INC	11/01/2022	2300433	111822	552.42
					CHECK	294169	TOTAL:	885.72
294170	11/18/2022	PRTD	48026	SOUTHERN BILLING SERVICES LLC	11/01/2022		111822	137.34
					CHECK	294170	TOTAL:	137.34
294171	11/18/2022	PRTD	4273	SOUTHERN GAS & SUPPLY OF MS (KOMP)	10/31/2022		111822	89.06
					CHECK	294171	TOTAL:	89.06
294172	11/18/2022	PRTD	4279	SOUTHERN MS PINE STRAW	10/05/2022	2300004	111822	675.00
					CHECK	294172	TOTAL:	675.00
294173	11/18/2022	PRTD	4280	SOUTHERN MS PLANNING & DEVELOPMENT	10/17/2022		111822	392.15
					CHECK	294173	TOTAL:	392.15

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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INV DATE PO WARRANT NET

294174	11/18/2022	PRTD	4281	PORTABLE TOILETS	11/01/2022	2300544	111822	250.00
					CHECK	294174	TOTAL:	250.00
294175	11/18/2022	PRTD	4282	SOUTHERN PINE ELECTRIC	11/03/2022		111822	2,905.58
					CHECK	294175	TOTAL:	2,905.58
294176	11/18/2022	PRTD	4297	SOUTHERN TIRE MART	11/02/2022	2300457	111822	97.00
				SOUTHERN TIRE MART	11/14/2022	2300521	111822	6,950.72
				SOUTHERN TIRE MART	11/14/2022	2300552	111822	2,245.26
					CHECK	294176	TOTAL:	9,292.98
294177	11/18/2022	PRTD	4299	SOUTHERN TIRE MART LLC	10/20/2022	2300278	111822	167.34
				SOUTHERN TIRE MART LLC	10/07/2022	2300078	111822	115.88
				SOUTHERN TIRE MART LLC	10/07/2022	2300097	111822	120.66
				SOUTHERN TIRE MART LLC	11/03/2022	2300491	111822	146.05
				SOUTHERN TIRE MART LLC	11/04/2022	2300263	111822	2,563.00
					CHECK	294177	TOTAL:	3,112.93
294178	11/18/2022	PRTD	4300	SOUTHERN WATERWORKS SUPPLY INC	10/31/2022	2300432	111822	532.48
				SOUTHERN WATERWORKS SUPPLY INC	11/02/2022	2300471	111822	4,449.04
				SOUTHERN WATERWORKS SUPPLY INC	11/15/2022	2300643	111822	1,382.25
					CHECK	294178	TOTAL:	6,363.77
294179	11/18/2022	PRTD	4311	SPARTAN TOOL, LLC	11/02/2022	2300408	111822	670.48
				SPARTAN TOOL, LLC	11/01/2022	2300408	111822	2,560.50
					CHECK	294179	TOTAL:	3,230.98
294180	11/18/2022	PRTD	4316	SPEEDY PRINTING & SIGNS	10/10/2022	2300094	111822	174.00
				SPEEDY PRINTING & SIGNS	10/27/2022	2300378	111822	235.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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				SPEEDY PRINTING & SIGNS	10/17/2022	2300152	111822	279.00
				SPEEDY PRINTING & SIGNS	11/01/2022	2300462	111822	40.00
				SPEEDY PRINTING & SIGNS	11/02/2022	2300402	111822	1,899.00
				SPEEDY PRINTING & SIGNS	11/02/2022	2300478	111822	200.00
				CHECK	294180	TOTAL:		2,827.00
294181	11/18/2022	PRTD	4321	SPIRE	10/27/2022		111822	249.94
				SPIRE	11/03/2022		111822	3,175.54
				SPIRE	11/09/2022		111822	3,381.87
				CHECK	294181	TOTAL:		6,807.35
294182	11/18/2022	PRTD	4327	STANDARD OFFICE SUPPLY CO	11/01/2022	2300413	111822	27.98
				STANDARD OFFICE SUPPLY CO	11/01/2022	2300413	111822	537.39
				STANDARD OFFICE SUPPLY CO	11/03/2022	2300470	111822	270.99
				STANDARD OFFICE SUPPLY CO	11/09/2022	2300465	111822	81.42
				STANDARD OFFICE SUPPLY CO	11/11/2022	2300465	111822	393.11
				CHECK	294182	TOTAL:		1,310.89
294183	11/18/2022	PRTD	4328	STAPLES	11/03/2022	2300469	111822	73.35
				STAPLES	10/29/2022	2300382	111822	204.55
				STAPLES	11/05/2022	2300382	111822	22.43
				CHECK	294183	TOTAL:		300.33
294184	11/18/2022	PRTD	4331	STATE FIRE ACADEMY	10/26/2022		111822	50.00
				STATE FIRE ACADEMY	11/08/2022		111822	40.00
				CHECK	294184	TOTAL:		90.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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294185	11/18/2022	PRTD	49391	STEPHEN TRIPP	10/05/2022		111822	14.80
					CHECK	294185	TOTAL:	14.80
294186	11/18/2022	PRTD	4354	STRIBLING EQUIPMENT CO LLC	10/27/2022	2300384	111822	270.89
					CHECK	294186	TOTAL:	270.89
294187	11/18/2022	PRTD	49387	TANNER MADDEN	10/05/2022		111822	75.00
					CHECK	294187	TOTAL:	75.00
294188	11/18/2022	PRTD	4416	WINSTON TERRELL	11/10/2022		111822	125.00
					CHECK	294188	TOTAL:	125.00
294189	11/18/2022	PRTD	49370	TERRENCE TRIPLETT	10/05/2022		111822	14.80
					CHECK	294189	TOTAL:	14.80
294190	11/18/2022	PRTD	49418	THARPE CONSULTING	11/08/2022		111822	550.00
					CHECK	294190	TOTAL:	550.00
294191	11/18/2022	PRTD	4432	JESSE THOMPSON	11/10/2022		111822	200.00
					CHECK	294191	TOTAL:	200.00
294192	11/18/2022	PRTD	4440	TIMCOACRE, LLC	11/01/2022		111822	2,112.00
					CHECK	294192	TOTAL:	2,112.00
294193	11/18/2022	PRTD	49439	TIMOTHY WHITE	11/16/2022		111822	100.00
					CHECK	294193	TOTAL:	100.00
294194	11/18/2022	PRTD	49369	TNA PROPERTIES	10/05/2022		111822	75.00
					CHECK	294194	TOTAL:	75.00

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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294195	11/18/2022	PRTD	4453	TRANSUNION RISK AND ALTERNATIVE	11/01/2022		111822	582.20
					CHECK	294195	TOTAL:	582.20
294196	11/18/2022	PRTD	4459	TRI-TECH INC	11/07/2022	2300351	111822	960.00
					CHECK	294196	TOTAL:	960.00
294197	11/18/2022	PRTD	4460	COREY TROTTER	11/10/2022		111822	125.00
					CHECK	294197	TOTAL:	125.00
294198	11/18/2022	PRTD	4465	TRUCKPRO LLC	11/09/2022	2300583	111822	1,151.23
					CHECK	294198	TOTAL:	1,151.23
294199	11/18/2022	PRTD	4477	JASON TURNER	11/02/2022		111822	595.00
					CHECK	294199	TOTAL:	595.00
294200	11/18/2022	PRTD	4495	ULINE	10/25/2022	2300341	111822	1,964.30
				ULINE	10/07/2022	2300088	111822	656.65
					CHECK	294200	TOTAL:	2,620.95
294201	11/18/2022	PRTD	4498	UNDERWOOD DOOR COMPANY	10/31/2022	2300194	111822	600.00
				UNDERWOOD DOOR COMPANY	10/31/2022	2300365	111822	854.00
				UNDERWOOD DOOR COMPANY	10/31/2022	2300455	111822	250.00
					CHECK	294201	TOTAL:	1,704.00
294202	11/18/2022	PRTD	4504	UNITED FENCE COMPANY	10/24/2022		111822	3,965.00
				UNITED FENCE COMPANY	11/03/2022	2300474	111822	287.00
					CHECK	294202	TOTAL:	4,252.00
294203	11/18/2022	PRTD	4514	UNIVERSITY TIRE & SERVICE CENTER	10/20/2022	2300261	111822	523.52
				UNIVERSITY TIRE & SERVICE CENTER	11/09/2022	2300569	111822	275.28

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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					CHECK	294203	TOTAL:	798.80
294204	11/18/2022	PRTD	4523	USM/POLICE DEPARTMENT	10/26/2022		111822	114.00
					CHECK	294204	TOTAL:	114.00
294205	11/18/2022	PRTD	4530	V F W OF THE US	11/08/2022		111822	75.00
					CHECK	294205	TOTAL:	75.00
294206	11/18/2022	PRTD	4544	VERMEER MIDSOUTH INC cemetery"	10/31/2022	2300442	111822	476.24
					CHECK	294206	TOTAL:	476.24
294207	11/18/2022	PRTD	49449	VERONICA CLARK	11/16/2022		111822	57.00
					CHECK	294207	TOTAL:	57.00
294208	11/18/2022	PRTD	4547	VESELY'S NURSERY	10/18/2022	2300220	111822	176.00
				VESELY'S NURSERY	11/07/2022	2300535	111822	252.00
					CHECK	294208	TOTAL:	428.00
294209	11/18/2022	PRTD	49415	VULCAN MATERIALS COMPANY	11/15/2022	2300534	111822	2,300.77
					CHECK	294209	TOTAL:	2,300.77
294210	11/18/2022	PRTD	4579	WALTERS CONSTRUCTION CO INC	11/11/2022		111822	29,888.53
					CHECK	294210	TOTAL:	29,888.53
294211	11/18/2022	PRTD	4583	WARING OIL CO (GULFPORT)	10/24/2022	2300258	111822	844.80
				WARING OIL CO (GULFPORT)	10/31/2022	2300358	111822	1,950.00
					CHECK	294211	TOTAL:	2,794.80
294212	11/18/2022	PRTD	4586	WARREN PAVING INC	10/14/2022	2300146	111822	228.23
				WARREN PAVING INC	10/13/2022	2300146	111822	402.04

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CASH ACCOUNT: 801000 0010BM CASH-CLAIMS BM
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				WARREN PAVING INC	10/24/2022	2300146	111822	397.98
				WARREN PAVING INC	10/21/2022	2300146	111822	153.51
				WARREN PAVING INC	10/19/2022	2300146	111822	250.97
				WARREN PAVING INC	10/26/2022	2300146	111822	304.57
				WARREN PAVING INC	10/28/2022	2300146	111822	350.05
				WARREN PAVING INC	10/27/2022		111822	384.17
				WARREN PAVING INC	10/31/2022		111822	427.21
				WARREN PAVING INC	11/01/2022		111822	155.94
				WARREN PAVING INC	11/02/2022		111822	311.08
				WARREN PAVING INC	11/03/2022		111822	120.21
				WARREN PAVING INC	11/03/2022	2300183	111822	243.66
				WARREN PAVING INC	11/04/2022	2300183	111822	165.69
				WARREN PAVING INC	11/07/2022	2300183	111822	315.13
				WARREN PAVING INC	11/08/2022	2300183	111822	351.68
				WARREN PAVING INC	11/09/2022	2300183	111822	641.64
				WARREN PAVING INC	11/10/2022	2300183	111822	210.36
					CHECK	294212	TOTAL:	5,414.12
294213	11/18/2022	PRTD	47056	WARREN PAVING INC	11/11/2022		111822	255,300.94
				WARREN PAVING INC	09/30/2022	227747	111822	25,168.48
					CHECK	294213	TOTAL:	280,469.42
294214	11/18/2022	PRTD	4591	WASTE MANAGEMENT OF SOUTH MS-PINEBE	11/01/2022		111822	2,351.06
					CHECK	294214	TOTAL:	2,351.06
294215	11/18/2022	PRTD	4597	WATERS INTERNATIONAL TRUCKS INC	11/02/2022	2300185	111822	1,630.74
				WATERS INTERNATIONAL TRUCKS INC	11/10/2022	2300518	111822	44.72
				WATERS INTERNATIONAL TRUCKS INC	11/10/2022	2300558	111822	378.01

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					CHECK	294215	TOTAL:	2,053.47
294216	11/18/2022	PRTD	4599	WATKINS & EAGAR	10/25/2022		111822	2,667.50
				WATKINS & EAGAR	10/25/2022		111822	4,439.00
					CHECK	294216	TOTAL:	7,106.50
294217	11/18/2022	PRTD	4609	JAMES C WEBB SR	11/03/2022	2300108	111822	4,999.00
					CHECK	294217	TOTAL:	4,999.00
294218	11/18/2022	PRTD	49363	WILLIAM R WILSON	10/05/2022		111822	8.80
					CHECK	294218	TOTAL:	8.80
294219	11/18/2022	PRTD	4652	WILLIAMS & ASSOCIATES, PA	10/01/2022		111822	15,665.66
					CHECK	294219	TOTAL:	15,665.66
294220	11/18/2022	PRTD	4680	JOSHUA J WOOD	11/10/2022		111822	120.00
					CHECK	294220	TOTAL:	120.00

NUMBER OF CHECKS 340 *** CASH ACCOUNT TOTAL *** 4,668,479.42

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	340	4,668,479.42

*** GRAND TOTAL *** 4,668,479.42

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CLERK: 6050jthorne

YEAR	PER	JNL	SRC	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
				EFF	DATE					LINE					
2023	2	1119													
APP	001000	-100000													
		11/18/2022	111822			111822					ACCOUNTS PAYABLE			1,124,332.56	
											AP CASH DISBURSEMENTS JOURNAL				
APP	801000	-0010BM									CASH-CLAIMS BM				4,668,479.42
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	077000	-100000									ACCOUNTS PAYABLE			11,462.24	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	009000	-100000									ACCOUNTS PAYABLE			522,748.25	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	073000	-100000									ACCOUNTS PAYABLE			25,841.27	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	002000	-100000									ACCOUNTS PAYABLE			82,378.96	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	011000	-100000									ACCOUNTS PAYABLE			4,498.65	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	082000	-100000									ACCOUNTS PAYABLE			785.80	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	075000	-100000									ACCOUNTS PAYABLE			1,005,158.72	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	086000	-100000									ACCOUNTS PAYABLE			474,115.61	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	097000	-100000									ACCOUNTS PAYABLE			332,497.71	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	087000	-100000									ACCOUNTS PAYABLE			3,570.15	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	088000	-100000									ACCOUNTS PAYABLE			810,241.41	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	072000	-100000									ACCOUNTS PAYABLE			270,235.59	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
APP	039000	-100000									ACCOUNTS PAYABLE			612.50	
		11/18/2022	111822			111822					AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL														4,668,479.42	4,668,479.42
APP	801000	-011001									INTERCOMPANY GENERAL FUND			1,124,332.56	
		11/18/2022	111822			111822									
APP	001000	-011801									INTERCOMPANY CLAIMS FUND				1,124,332.56
		11/18/2022	111822			111822									
APP	801000	-011077									INTERCOMPANY COMMUNITY CNTRS			11,462.24	
		11/18/2022	111822			111822									
APP	077000	-011801									INTERCOMPANY CLAIMS FUND				11,462.24
		11/18/2022	111822			111822									
APP	801000	-011009									INTERCOMPANY W&S MAINTENANCE			522,748.25	
		11/18/2022	111822			111822									
APP	009000	-011801									INTERCOMPANY CLAIMS FUND				522,748.25
		11/18/2022	111822			111822									
APP	801000	-011073									INTERCOMPANY MASS TRANSIT			25,841.27	

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC	ACCOUNT								
EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	
							LINE	DESC	
	11/18/2022	111822		111822					
APP	073000-011801							INTERCOMPANY CLAIMS FUND	25,841.27
	11/18/2022	111822		111822					
APP	801000-011002							INTERCOMPANY PARKS&REC	82,378.96
	11/18/2022	111822		111822					
APP	002000-011801							INTERCOMPANY CLAIMS FUND	82,378.96
	11/18/2022	111822		111822					
APP	801000-011011							INTERCOMPANY WATER & SEWER	4,498.65
	11/18/2022	111822		111822					
APP	011000-011801							INTERCOMPANY CLAIMS FUND	4,498.65
	11/18/2022	111822		111822					
APP	801000-011082							INTERCOMPANY COMMDEVBLOCK GRAN	785.80
	11/18/2022	111822		111822					
APP	082000-011801							INTERCOMPANY CLAIMS FUND	785.80
	11/18/2022	111822		111822					
APP	801000-011075							INTERCOMPANY W&S CNST FUND	1,005,158.72
	11/18/2022	111822		111822					
APP	075000-011801							INTERCOMPANY CLAIMS FUND	1,005,158.72
	11/18/2022	111822		111822					
APP	801000-011086							INTERCOMPANY SPECIALSALTAX	474,115.61
	11/18/2022	111822		111822					
APP	086000-011801							INTERCOMPANY CLAIMS FUND	474,115.61
	11/18/2022	111822		111822					
APP	801000-011097							INTERCOMPANY INFRA IMPROV	332,497.71
	11/18/2022	111822		111822					
APP	097000-011801							INTERCOMPANY CLAIMS FUND	332,497.71
	11/18/2022	111822		111822					
APP	801000-011087							INTERCOMPANY IND PARK DEV	3,570.15
	11/18/2022	111822		111822					
APP	087000-011801							INTERCOMPANY CLAIMS FUND	3,570.15
	11/18/2022	111822		111822					
APP	801000-011088							INTERCOMPANY PUBL SAFTY/REC	810,241.41
	11/18/2022	111822		111822					
APP	088000-011801							INTERCOMPANY CLAIMS FUND	810,241.41
	11/18/2022	111822		111822					
APP	801000-011072							INTERCOMPANY MUN ROAD & BRD	270,235.59
	11/18/2022	111822		111822					
APP	072000-011801							INTERCOMPANY CLAIMS FUND	270,235.59
	11/18/2022	111822		111822					
APP	801000-011039							INTERCOMPANY AIRPORT IMP	612.50
	11/18/2022	111822		111822					
APP	039000-011801							INTERCOMPANY CLAIMS FUND	612.50
	11/18/2022	111822		111822					
SYSTEM GENERATED ENTRIES TOTAL							-----	-----	-----
							4,668,479.42		4,668,479.42
JOURNAL 2023/02/1119 TOTAL							-----	-----	-----
							9,336,958.84		9,336,958.84

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 General Fund	2023	2	1119	11/18/2022		
001000-011801				INTERCOMPANY CLAIMS FUND		1,124,332.56
001000-100000				ACCOUNTS PAYABLE	1,124,332.56	
				FUND TOTAL	1,124,332.56	1,124,332.56
002 PARKS & RECREATION FUND	2023	2	1119	11/18/2022		
002000-011801				INTERCOMPANY CLAIMS FUND		82,378.96
002000-100000				ACCOUNTS PAYABLE	82,378.96	
				FUND TOTAL	82,378.96	82,378.96
009 WATER & SEWER OPERATION/MAINT.	2023	2	1119	11/18/2022		
009000-011801				INTERCOMPANY CLAIMS FUND		522,748.25
009000-100000				ACCOUNTS PAYABLE	522,748.25	
				FUND TOTAL	522,748.25	522,748.25
011 WATER & SEWER FUND	2023	2	1119	11/18/2022		
011000-011801				INTERCOMPANY CLAIMS FUND		4,498.65
011000-100000				ACCOUNTS PAYABLE	4,498.65	
				FUND TOTAL	4,498.65	4,498.65
039 AIRPORT IMPROVEMENT FUND	2023	2	1119	11/18/2022		
039000-011801				INTERCOMPANY CLAIMS FUND		612.50
039000-100000				ACCOUNTS PAYABLE	612.50	
				FUND TOTAL	612.50	612.50
072 MUNICIPAL ROAD & BRIDGE	2023	2	1119	11/18/2022		
072000-011801				INTERCOMPANY CLAIMS FUND		270,235.59
072000-100000				ACCOUNTS PAYABLE	270,235.59	
				FUND TOTAL	270,235.59	270,235.59
073 MASS TRANSIT FUND	2023	2	1119	11/18/2022		
073000-011801				INTERCOMPANY CLAIMS FUND		25,841.27
073000-100000				ACCOUNTS PAYABLE	25,841.27	
				FUND TOTAL	25,841.27	25,841.27
075 WATER&SEWER CONSTRUCTION FUND	2023	2	1119	11/18/2022		
075000-011801				INTERCOMPANY CLAIMS FUND		1,005,158.72
075000-100000				ACCOUNTS PAYABLE	1,005,158.72	
				FUND TOTAL	1,005,158.72	1,005,158.72
077 COMMUNITY CENTERS' FUND	2023	2	1119	11/18/2022		

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
077000-011801				INTERCOMPANY CLAIMS FUND		11,462.24
077000-100000				ACCOUNTS PAYABLE	11,462.24	
				FUND TOTAL	11,462.24	11,462.24
082 COMMUNITY DEVELOP. BLOCK GRANT	2023	2	1119	11/18/2022		
082000-011801				INTERCOMPANY CLAIMS FUND		785.80
082000-100000				ACCOUNTS PAYABLE	785.80	
				FUND TOTAL	785.80	785.80
086 SPEC SALES TAX-P&R/UNIV IMPROV	2023	2	1119	11/18/2022		
086000-011801				INTERCOMPANY CLAIMS FUND		474,115.61
086000-100000				ACCOUNTS PAYABLE	474,115.61	
				FUND TOTAL	474,115.61	474,115.61
087 INDUSTRIAL PARK DEVELOPMENT	2023	2	1119	11/18/2022		
087000-011801				INTERCOMPANY CLAIMS FUND		3,570.15
087000-100000				ACCOUNTS PAYABLE	3,570.15	
				FUND TOTAL	3,570.15	3,570.15
088 PUBLIC SAFETY/REC CONSTRUCTION	2023	2	1119	11/18/2022		
088000-011801				INTERCOMPANY CLAIMS FUND		810,241.41
088000-100000				ACCOUNTS PAYABLE	810,241.41	
				FUND TOTAL	810,241.41	810,241.41
097 INFRA IMPROVE-INTRNT SALES TAX	2023	2	1119	11/18/2022		
097000-011801				INTERCOMPANY CLAIMS FUND		332,497.71
097000-100000				ACCOUNTS PAYABLE	332,497.71	
				FUND TOTAL	332,497.71	332,497.71
801 CLAIMS FUND	2023	2	1119	11/18/2022		
801000-0010BM				CASH-CLAIMS BM		4,668,479.42
801000-011001				INTERCOMPANY GENERAL FUND	1,124,332.56	
801000-011002				INTERCOMPANY PARKS&REC	82,378.96	
801000-011009				INTERCOMPANY W&S MAINTENANCE	522,748.25	
801000-011011				INTERCOMPANY WATER & SEWER	4,498.65	
801000-011039				INTERCOMPANY AIRPORT IMP	612.50	
801000-011072				INTERCOMPANY MUN ROAD & BRD	270,235.59	
801000-011073				INTERCOMPANY MASS TRANSIT	25,841.27	
801000-011075				INTERCOMPANY W&S CNST FUND	1,005,158.72	
801000-011077				INTERCOMPANY COMMUNITY CNTRS	11,462.24	
801000-011082				INTERCOMPANY COMMDEVBLOCK GRAN	785.80	
801000-011086				INTERCOMPANY SPECIALSALTAX	474,115.61	
801000-011087				INTERCOMPANY IND PARK DEV	3,570.15	

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
801000-011088					INTERCOMPANY PUBL SAFTY/REC	810,241.41	
801000-011097					INTERCOMPANY INFRA IMPROV	332,497.71	
						-----	-----
					FUND TOTAL	4,668,479.42	4,668,479.42

FUND	DUE TO	DUE FR
001 General Fund		1,124,332.56
002 PARKS & RECREATION FUND		82,378.96
009 WATER & SEWER OPERATION/MAINT.		522,748.25
011 WATER & SEWER FUND		4,498.65
039 AIRPORT IMPROVEMENT FUND		612.50
072 MUNICIPAL ROAD & BRIDGE		270,235.59
073 MASS TRANSIT FUND		25,841.27
075 WATER&SEWER CONSTRUCTION FUND		1,005,158.72
077 COMMUNITY CENTERS' FUND		11,462.24
082 COMMUNITY DEVELOP. BLOCK GRANT		785.80
086 SPEC SALES TAX-P&R/UNIV IMPROV		474,115.61
087 INDUSTRIAL PARK DEVELOPMENT		3,570.15
088 PUBLIC SAFETY/REC CONSTRUCTION		810,241.41
097 INFRA IMPROVE-INTRNT SALES TAX		332,497.71
801 CLAIMS FUND	4,668,479.42	
	-----	-----
TOTAL	4,668,479.42	4,668,479.42

** END OF REPORT - Generated by Jacqueline Thorne **