



**Tuesday, January 3, 2023
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Citizens' Forum

POLICY AGENDA

1. **2023-1** Approve the minutes for the December 19 & 20, 2022 meetings of the City Council.
2. **2023-2** Adopt a Resolution setting Public Hearing on Monday, February 6th, 2023 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of 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.
3. **2023-3** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
4. **2023-4** Adopt a Resolution and Order of the Mayor and City Council of the City of Hattiesburg, Mississippi; Mayor and Board of Alderman of the City of Petal, Mississippi; and the Forrest County Board of Supervisors establishing the Leaf and Bouie River Development District ("the District"); designating the geographic areas of said District as per the attached Exhibit "A";
5. **2023-5** Adopt a Resolution to designate authorized representatives to act in an official capacity on behalf of the City of Hattiesburg as relates to the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program.
6. **2023-6** Approve Agreement between City of Hattiesburg and Landry Lewis Germany Architects, P.A., for architectural services related to the design and preparation of bid documents for renovations of the theater space at 825 N. Main Street.

7. 2023-7 Approve a Professional Services Agreement between the City of Hattiesburg and Fagan Tree and Spraying Services for herbicide applications for ballfields, turf and ornamentals.
8. 2023-8 Approve Contractor and Owner Agreement(s) 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.
9. 2023-9 Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
10. 2023-10 Acknowledge receipt of grant award from the U.S. Department of Housing & Urban Development in connection with the 2022 allocation of both CDBG and HOME grant funds and ratification of the Grant Agreement.

ROUTINE AGENDA

1. 2023-11 Approve proofs of publication for Hub City Spokes for the month of December, 2022
2. 2023-12 Acknowledge receipt of the Privilege Tax License monthly report for the month of December, 2022.
3. 2023-13 Acknowledge Receipt of the Two Quote Docket.
4. 2023-14 Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
5. 2023-15 Approve the sale of grave spaces, per attached memo's, receipts, and deeds.
6. 2023-16 Approve claims docket for the period ending December 30, 2022.

In Memoriam:

- Mr. Thomas J. Griffith

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc: Wiley Quinn, Urban Development Director

Date: Tuesday, January 3, 2023

Re: Adopt a Resolution setting Public Hearing on Monday, February 6th, 2023 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2023-2
Minute Book #

Summary

Set Public Hearing 02 06 2023, Unsafe Properties

Recommendation Statement

I recommend the setting of a Public Hearing to consider the state of the listed attached properties to determine if these 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.

Please place this on the January 3, 2023 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: January 3rd, 2023

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, February 6, 2023 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1	100 Broadway Drive	21746	4	DS	Demo	\$5,000	\$2,500
2	906 Edwards Street	12918	2	DB, ES, AG&R	Demo	\$5,000	\$2,500
3	1506 Main Street	22175	2	DS	Demo	\$5,000	\$2,500
4	Bouie Street	15772	2	OGL	Clean	\$4,500	\$2,250
5	E 8 th Street	17533	2	US	Demo	\$5,000	\$2,500

6	PPIN # 25851	25851	2	OGL, T&L	Clean	\$20.000	\$10,000
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Garbage & Rubbish=GAR/RUB

Accumulation of Garbage and Rubbish = AG&R

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Owner Responsibility=OR

Hazardous Tree = HT

Exterior Structure = ES

Clean Pool = POOL

Trash & Litter = T&L

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

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

RESOLUTION

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

	Address	PPIN	Ward	Violations
1.	100 Broadway Drive	21746	4	DS
2.	906 Edwards Street	12918	2	DB, ES, AG&R
3.	1506 Main Street	22175	2	DS
4.	Bouie Street	15772	2	OGL
5.	E 8 th Street	17533	2	US
6.	PPIN # 25851	25851	2	OGL, T&L

are in such a state of uncleanness so as to be a menace to the health and safety of the community;
and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the City Council Chambers located at City Hall in Hattiesburg,

Mississippi, at 4:00 p.m. on Monday, February 6, 2023, to determine whether or not the above-described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 3rd day of January, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of January, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Wiley Quinn, Urban Development Director
Date: Tuesday, January 3, 2023
Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2023-3
Minute Book #

Summary

Adopt Resolutions of Adjudication 01 03 2023

Recommendation Statement

I recommend the adoption of resolutions adjudicating property maintenance costs and penalties for the properties on the attached list.

Please place this on the January 3, 2023 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

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: January 3rd, 2023

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment for the cleanup cost and Title Opinion cost, not to exceed the value of the property by State Law, against the following properties.

Owner	Address	Clean Up Costs	WARD	PPIN
Telegraph 14, LLC.	104/106 Ellis Drive	\$1,888.20	1	5478
Telegraph 14, LLC.	112 Ellis Drive Building A/B	\$2,594.68	1	8773
Telegraph 14, LLC.	118 Ellis Drive	\$3,077.20	1	18514
Telegraph 14, LLC.	122 Ellis Drive	\$2,982.28	1	18522
Telegraph 14, LLC.	124 Plantation Place Drive Building A/B	\$2,775.48	1	18329

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: Lots 9 & 10 of the Plantation Place Apartments Subdivision; and part of the NE 1/4 of the NE 1/4 of Section 1, Township 4 North Range 14 West, Lamar County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Sunshine Construction on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Telegraph 14, LLC.	104/106 Ellis Drive	051A-01-007.000	\$1,888.20
			Total: \$1,888.20

PARCEL: 051A-01-007.000, PPIN: 5478, 104/106 Ellis Drive, Hattiesburg, MS, 39402, and better described as: Lot 9 & Lot 10, Plantation Place Apartments Subdivision, in the City of Hattiesburg, County of Lamar, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Lamar County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd
January 2023.

(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 3rd January 2023.

ATTEST: APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: Lot 12 of the Plantation Place Apartments Subdivision; and part of the NE 1/4 of the NE 1/4 of Section 1, Township 4 North Range 14 West, Lamar County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Sunshine Construction on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Telegraph 14, LLC.	112 Ellis Drive Building A/B	051A-01-010.000	\$2,594.68
			Total: \$2,594.68

PARCEL: 051A-01-010.000, PPIN: 08773, 112 Ellis Drive Building A/B, Hattiesburg, MS, 39402, and better described as: Parcel #1: A part of Lot 12, Plantation Place Apartments Subdivision, Hattiesburg, Lamar County, Mississippi and more particularly described as follows: Begin at the Southwest Corner of said Lot 12 and run North and along the Westerly boundary of said Lot, 33 feet; thence East 52 feet; thence North 17 feet, thence East 128.19 feet to the Easterly boundary of said Lot 12, thence South and along the said Easterly boundary of Lot 12, 50 feet to the Southeast Corner of said Lot; thence West 180.19 feet to the Point of Beginning, said property containing 0.19 acres, more or less; Parcel #2: A part of Lot 12, Plantation Place Apartments Subdivision, Hattiesburg, Lamar County, Mississippi, and more particularly described as follows: Commence at the Southwest Corner of said Lot 12 and run North along the Westerly boundary of said Lot 33 feet to the Point of Beginning; thence East 52 feet; thence North 17 feet; thence East 128.19 feet to the Easterly boundary of said Lot 12; thence North and along the said East boundary of Lot 12, 50 feet to the Northeast Corner of said Lot; thence West and along the Northerly boundary of said Lot 12, 140.19 feet; thence South 40 feet; thence West 40 feet to the Westerly margin of said Lot 12; thence South and along the said Westerly margin of

Lot 12, 27 feet to the Point of Beginning, said property containing 0.19 acres, more or less. Together with all improvements thereon and appurtenances thereunto belonging.

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

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Lamar County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd January 2023.

(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 3rd January 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
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Return to:
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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: B-1, B-2, B-3, and B-4, Building B of the Plantation Garden Condominiums; and part of the NE 1/4 of the NE 1/4 of Section 1, Township 4 North Range 14 West, Lamar County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Sunshine Construction on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Telegraph 14, LLC.	118 Ellis Drive	051A-01-018.000	\$3,077.20
			Total: \$3,077.20

PARCEL: 051A-01-018.000, PPIN: 18514, 118 Ellis Drive Hattiesburg, MS, 39402, and better described as: Unit No. B-1, B-2, B-3, and B-4, Building B in the plan of condominium subdivision known as Plantation Garden Condominiums as the same is recorded in Book 9M at Page 256 and as the same is otherwise created, established and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 18, 1990, and of record in Deed Book 9M at Page 256 in the Land Records of the Chancery Clerk of Lamar County at Purvis, Mississippi, together with an undivided 1/16th interest in and to the common areas of Plantation Garden Condominiums appurtenant to the Unit as such are defined in the aforesaid Plan of Condominiums and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto; said plan of Plantation Garden Condominiums is a condominium plat of Lots 28, 29, 30 and 31 of Plantation Place Apts. First Addition per plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi on Slide A-84; together with all improvements thereon and appurtenances thereto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become

Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Lamar County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd January 2023.

(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 3rd January 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: D-1, D-2, D-3, and D-4, Building D of the Plantation Garden Condominiums; and part of the NE 1/4 of the NE 1/4 of Section 1, Township 4 North Range 14 West, Lamar County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Sunshine Construction on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Telegraph 14, LLC.	122 Ellis Drive	051A-01-028.000	\$2,982.28
			Total: \$2,982.28

PARCEL: 051A-01-028.000, PPIN: 18522, 122 Ellis Drive, Hattiesburg, MS, 39402, and better described as: Parcel 4: Unit No. D-1, D-2, D-3, and D-4, Building D in the plan of condominium subdivision known as Plantation Garden Condominiums as the same is recorded in Book 9M at Page 256 and as the same is otherwise created, established and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 18, 1990, and of record in Deed Book 9M at Page 256 in the Land Records of the Chancery Clerk of Lamar County at Purvis, Mississippi, together with an undivided 1/16th interest in and to the common areas of Plantation Garden Condominiums appurtenant to the Unit as such are defined in the aforesaid Plan of Condominiums and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto; said plan of Plantation Garden Condominiums is a condominium plat of Lots 28, 29, 30 and 31 of Plantation Place Apts. First Addition per plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi on Slide A-84; together with all improvements thereon and appurtenances thereto belonging.

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

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Lamar County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd January 2023.

(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 3rd January 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
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City Clerk’s Office
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Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: A portion of Lot 32 of Plantation Place Apartments Subdivision; and part of the NE 1/4 of the NE 1/4 of Section 1, Township 4 North Range 14 West, Lamar County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Sunshine Construction on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Telegraph 14, LLC.	124 Plantation Place Drive Building A/B	051A-01-032.000	\$2,775.48
			Total: \$2,775.48

PARCEL: 051A-01-032.00, PPIN: 18329, 124 A/B Plantation Place Drive, Hattiesburg, MS, and better described as: The West 92.5 feet of Lot 32, Plantation Place Apartments First Addition, in the City of Hattiesburg, County of Lamar, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi; AND the East 87.69 feet of Lot 32, Plantation Place Apartments First Addition, in the City of Hattiesburg, County of Lamar, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Lamar County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd January 2023.

(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 3rd January 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, January 3, 2023

Re: Adopt a Resolution and Order of the Mayor and City Council of the City of Hattiesburg, Mississippi; Mayor and Board of Alderman of the City of Petal, Mississippi; and the Forrest County Board of Supervisors establishing the Leaf and Bouie River Development District ("the District"); designating the geographic areas of said District as per the attached Exhibit "A";
File Number: 2023-4
Minute Book #

Summary

Resolution establishing the Leaf and Bouie River Development District ("the District").

Recommendation Statement

I recommend adoption of the Order.

Please place this on the January 3, 2023 City Council meeting for consideration.

A part of the South $\frac{3}{4}$ of Sections 33 and 34, Township 5 North, Range 13 West, and parts of Sections 2 and 3, and parts of the North $\frac{1}{2}$ of Section 4, the East $\frac{1}{2}$ of Section 10, the North $\frac{3}{4}$ of Section 11, and the West $\frac{1}{2}$ of Section 12, Township 4 North, Range 13 West, all in the County of Forrest, State of Mississippi, more particularly described as:

1. Beginning at the NW Corner of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 33, Township 5 North, Range 13 West;
2. thence run Easterly along the North Line of said S $\frac{1}{2}$ of the N $\frac{1}{2}$, and the North Line of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 34, Township 5 North, Range 13 West to the NE Corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 34;
3. thence run Southerly along the East Line of said Section 34 to the SE Corner of said Section 34 and the NW Corner of Section 2, Township 4 North, Range 13 West;
4. thence run Easterly along the North Line of said Section 2 to the Eastern Right-of-Way Line of the Norfolk Southern Railroad;
5. thence run Southwesterly along said Eastern Right-of-Way Line to the North Line of the S $\frac{1}{2}$ of said Section 2;
6. thence run Easterly along said North Line to the NE Corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 2;
7. thence run Southerly along the East Line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ to the SE Corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NW Corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 2;
8. thence run Easterly along the North Line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ to the NE Corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$;
9. thence run Southerly along the East Line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ to the SE Corner of said Section 2 and the NW Corner of Section 12, Township 4 North, Range 13 West;
10. thence continue Southerly along the West Line of said Section 12 to the Southern Right-of-Way Line of Carterville Road;

11. thence run Southeasterly along said Southern Right-of-Way Line to the East Line of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of said Section 12;
12. thence run Southerly along said East Line to the SE Corner of a Parcel of Land described as Parcel 3 in a Warranty Deed found in Land Records Book 269, Page 232 and Dated 09-14-1964 on file thereof in the Office of the Chancery Clerk in said County and State;
13. thence run westerly along said South Line of said Parcel to a Point on the East Line of a Parcel of Land described in a Warranty Deed found in Land Records Book 443, Page 305 and Dated 10-03-1977 on file thereof in the Office of the Chancery Clerk in said County and State;
14. thence run Southerly along the East Line of said Parcel and its meanderings to the Northeastern Bank of the Leaf River;
15. thence run Northwesterly along the said Northeastern River Bank to the North Line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 12;
16. thence run Westerly along said North Line and along the North Line of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 11, Township 4 North, Range 13 West to the West Right-of-Way Line of Gulfport Street;
17. thence run Southerly along said West Right-of-Way Line to the North Right-of-Way Line of Deason Avenue,
18. thence run Westerly along said North Right-of-Way Line to the West Right-of-Way Line of McSwain Street;
19. thence run Northerly along said West Right-of-Way Line to the North Right-of-Way Line of East Laurel Avenue;
20. thence run Westerly along said North Right-of-Way Line to the Northeastern Right-of-Way Line of the, now or formerly, Canadian National Railroad, also known as Illinois Central Railroad & Illinois Central Gulf Railroad;

21. thence run Northwesterly along the said Northwestern Right-of-Way Line to the Southwesterly extension of the Northwestern Right-of-Way Line of Newman Street;
22. thence run Northeasterly along said Northwestern Right-of-Way Line and its extensions to the South Line of Section 3, Township 4 North, Range 13 West;
23. thence run Easterly along said South Line to the Northwestern Right-of-Way Line of East Front Street;
24. thence run Southwesterly along said Northwestern Right-of-Way Line to the Southwestern Right-of-Way Line of Gordon Street;
25. thence run Northwesterly along said Southwestern Right-of-Way Line to the North Right-of-Way Line of East 4th Street;
26. thence run Westerly along said North Right-of-Way Line to the East Line of the Alley in Block 4 of G.L. Hawkins and Others Subdivision of Blocks 77, 78, 27, 28, 30, 31 & 33 of the Hardy and Scott Survey as per Map or Plat thereof of file in the Office of the Chancery Clerk of said County and State;
27. thence run Northerly along said East Alley Line and its Northerly Extension to the North Right-of-Way Line of East 5th Street;
28. thence run Westerly along said North Right-of-Way Line to the SE Corner of Lot 11, Block 32 of the Hardy & Scott Survey as per Map or Plat thereof on file thereof in the Office of the Chancery Clerk of said County and State;
29. thence run Northerly along the East Lines of said Lot 11 and Lot 4 of said Block 32 to the North Right-of-Way Line of Short 6th Street;
30. thence run Westerly along said North Right-of-Way Line to the East Line of Lot 7 of said Block 32;
31. thence run North along said East Lot Line and its Extension to the North Right-of-Way Line of East 6th Street;
32. thence run Easterly along said North Right-of-Way Line to the West Line of the Alley in Block 33 of said Hardy and Scott Survey;

33. thence run Northerly along said West Alley Line and its extension to the North Right-of-Way Line of East 7th Street;
34. thence run Westerly along said North Right-of-Way Line to the East Right-of-Way Line of Whitney Street;
35. thence run Northerly along said East Right-of-Way Line to the North Right-of-Way Line of East 9th Street;
36. thence run Westerly along said North Right-of-Way Line and its extension to the Southwestern Right-of-Way Line of the abandoned Gravel Line Railroad, also known as the NO & NE Railroad;
37. thence run Northwesterly along said Southwestern Right-of-Way Line to the SE Corner of Lot 3, Block 4 of Anderson 1st Survey as per Map or Plat thereof of file on file thereof in the Office of the Chancery Clerk of said County and State;
38. thence run Westerly along the South Line of said Lot to the West Line of Section 3, Township 4 North, Range 13 West;
39. thence run Northerly along said West Line to the SE Corner of Block 2 of the Pollard and Marsh Subdivision of Lot 8 and Part of Lot 2, Block 1 and also part of Lot 1n Block 2 of the R.M. Mixon Addition as per Map or Plat thereof of file on file thereof in the Office of the Chancery Clerk of said County and State;
40. thence run Westerly along the South Line of said Block 2 to the SW Corner of said Block 2 and a Point on the South Line of Block 2 of Mrs. R.M. Mixon Addition as per Map or Plat thereof of file on file thereof in the Office of the Chancery Clerk of said County and State;
41. thence continue Westerly along said South Block Line and the South Line of Block 11 of said Mrs. R.M. Mixon Addition to a Corner on said South Block 11 Line, said Point being the 315 feet East of the SW Corner of said Block 11;
42. thence run Southwesterly along the East Line of a Parcel of Land described in a Warranty Deed found in Land Records Book 837, Page 552 and Dated 03-17-2000 on file thereof in the Office of the Chancery Clerk in said County and State to the

Northeastern Right of Way Line of the, now or formerly, Canadian National Railroad, also known as Illinois Central Railroad & Illinois Central Gulf Railroad;

43. thence run Northeasterly along said Northeastern Right-of-Way Line to the Southern Right-of-Way Line of Old Highway 42;
44. thence run Westerly along said Southern Right-of-Way Line to the West Line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 4 North, Range 13 West;
45. thence run Northerly along said West Line to the NW Corner of said Section 4 and the SW Corner of Section 33, Township 5 North, Range 13 West;
46. thence continue Northerly along the West Line of said Section 33 to the Point of Beginning.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 3rd day of **January, 2023**, the following Resolution:

Resolution and Order of the Mayor and City Council of the City of Hattiesburg, Mississippi; Mayor and Board of Alderman of the City of Petal, Mississippi; and the Forrest County Board of Supervisors establishing the Leaf and Bouie River Development District (“the District”); designating the geographic areas of said District as per the attached Exhibit “A”;

WHEREAS, in House Bill No. 1649 of the Regular Session 2020, the Legislature of the State of Mississippi, authorized the establishment of the Leaf and Bouie River Development District for the purpose of providing reinvestment back into the District by allowing for the sharing of collective resources to encourage the redevelopment of the District into an economically viable destination; and

WHEREAS, said House Bill 1649 provided that the governing authorities of the City of Hattiesburg, Mississippi, the City of Petal, Mississippi, and the Board of Supervisors of Forrest County, may, by order duly entered on their respective minutes establish said District, the geographic boundaries of which shall be as set forth in said House Bill 1649, which boundaries are attached hereto as Exhibit “A”; and

WHEREAS, said House Bill 1649 provides for how the District shall be governed and how proceeds from taxes collected from within the boundaries of the District shall be collected and expended.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF PETAL, AND THE FORREST COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

1. There is hereby created the Leaf and Bouie River Development District (“the District”) for the purpose of providing reinvestment back into the District by allowing for the sharing of collective resources to encourage the redevelopment of the District into an economically viable destination. The geographic boundaries of the District are attached as Exhibit “A” and made a part hereof for all purposes.
2. The District shall be governed by one (1) delegate from each governing authority to serve as decision makers. Those delegates shall be the Mayor of the City of Hattiesburg, the Mayor of the City of Petal, and the Chair of the Board of Supervisors, or their designees.
3. The City of Hattiesburg, the City of Petal, and Forrest County are authorized to receive and expend revenues from any source, including, but not limited to, private enterprise, federal and state grants, and those tax revenues generated within the District’s boundaries to carry out the mission of the District.
4. Each member authority is authorized, in their discretion, to use city or county personnel and equipment, as the case may be, for the furtherance of the District’s mission.
5. Each member authority is authorized, in their discretion, to share joint ownership of public assets located within or without the District which assets are in furtherance of the District’s mission.

6. Each member authority is authorized, in their discretion, to divert a minimum of fifteen percent (15%) of ad valorem taxes collected from within the boundaries of the District with the option of contributing up to one hundred percent (100%) of ad valorem, sales tax or other taxes collected from within the boundaries of the District as determined annually by each member authority.
7. Proceeds of the collections from within the boundaries of the District shall not be considered by each member authority as general fund revenues, but shall be dedicated solely for the purpose of the redevelopment of the District. These funds shall be used for the recreation, infrastructure, planning and other investments that enhance the economic viability and quality of life of those areas within the boundaries of the District.
8. This Resolution and Order shall be effective as of December 31, 2022.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of **January, 2023**.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of **January, 2023**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, January 3, 2023
Re: Adopt a Resolution to designate authorized representatives to act in an official capacity on behalf of the City of Hattiesburg as relates to the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program.
File Number: 2023-5
Minute Book #

Summary

Adopt a Resolution to designate authorized representatives to act in an official capacity on behalf of the City of Hattiesburg as relates to the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 3, 2023 City Council meeting for consideration.

RESOLUTION

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI (“CITY”) DESIGNATING REPRESENTATIVES TO
ACT ON BEHALF OF THE CITY IN AN OFFICIAL CAPACITY FOR MATTERS
RELATED THE TH MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE (MCWI) GRANT PROGRAM**

WHEREAS, the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program Act of 2022 was established by Senate Bill No. 2822 of the Mississippi Legislature’s 2022 Regular Session; and

WHEREAS, the Mississippi Department of Environmental Quality shall manage the MCWI Grant Program; and

WHEREAS, it is the intent of the Mayor and City Council of the City of Hattiesburg to apply for funding under the MCWI Grant Program; and

WHEREAS, the application process for the MCWI Grant Program requires designation of an Authorized Representative and a Secondary Authorized Representative.

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

1. Mayor Toby Barker is hereby designated as the Authorized Representative to act on behalf of the City in an official capacity for matters related to the MCWI Grant Program.
2. Interim Director of Transportation and Engineering Hunter White is hereby designated as the Secondary Authorized Representative to act on behalf of the City in an official capacity for matters related to the MCWI Grant Program.

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, to wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 3rd Day of January, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd Day of January, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, January 3, 2023
Re: Approve agreement between City of Hattiesburg and Landry Lewis Germany Architects, P.A., to provide architectural services related to the design and preparation of bid documents for renovations of the theater space at 825 N. Main Street.
File Number: 2023-6
Minute Book #

Summary

Approve agreement between City of Hattiesburg and Landry Lewis Germany Architects, P.A., to provide architectural services related to the design and preparation of bid documents for renovations of the theater space at 825 N. Main Street.

Recommendation Statement

I recommend that this item be placed on the Council's agenda for consideration.

Please place this on the January 3, 2023 City Council meeting for consideration.

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

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

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

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
Telephone Number: 601-545-4500

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

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

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

C.A.C. Black Box Theatre
Hattiesburg, Mississippi
CN 22-3936

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Prepare design and bidding documents for a limited scope of work – minor renovations and paint packages – to be executed by one or more sub-contractors as directed by the Owner, to be coordinated with F.F.&E. installations by others.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Fixed flat fee of \$15,000.00. Hourly for any additional work.

Senior Principal/Architect at a fixed rate of \$250.00 per hour

Principal/Architect at a fixed rate of \$225.00 per hour.

Project Manager at a fixed rate of \$200.00 per hour

Construction Administration at a fixed rate of \$200.00 per hour

Senior Drafting at a fixed rate of \$160.00 per hour

Drafting at a fixed rate of \$130.00 per hour

Clerical at a fixed rate of \$100.00 per hour

Consultants at cost.

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent (00.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate of One and one-half percent (1.50 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twenty-four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

(Paragraph deleted)

OWNER *(Signature)*

Toby Barker , Mayor

(Printed name and title)

ARCHITECT *(Signature)*

Shane Germany , Principal

(Printed name, title, and license number, if required)

This Agreement entered into as of the day and year first written above.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 3, 2023

Re: Approve a professional services agreement between the City of Hattiesburg and Fagan Tree and Spraying Services for herbicide applications for ballfields, turf and ornamentals.
File Number: 2023-7
Minute Book #

Summary

Recommendation Statement

Please place this on the January 3, 2023 City Council meeting for consideration.

City of Hattiesburg
Professional Services Labor-Only Contract
Herbicide Application-Ballfields, Turf, & Ornamentals

Article I. General Scope of Work

Section 1.01 Vendor shall provide labor and equipment only to complete spray applications. Vendor shall provide copies of insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

Article II. Vendor Responsibilities

Section 2.01 Vendor shall provide labor only to spray vegetative herbicides and other control products in and around City of Hattiesburg ballfields, tree wells, medians, flower beds, parking lots, lawns, and other landscape areas as needed in the City of Hattiesburg.

Section 2.02 Spray applications shall be made as per application schedule attached based upon existing weather conditions and vegetative growth patterns. Vendor shall coordinate with the City of Hattiesburg's Director of Parks and Recreation or designee before initiating all application services.

Section 2.03 Vendor shall provide general liability insurance with the City of Hattiesburg listed as additionally insured. Vendor shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

Article III. City of Hattiesburg Responsibilities

Section 3.01 The City of Hattiesburg shall provide vendor with all necessary chemicals and products. Vendor shall assist city in appropriate product selection.

City of Hattiesburg, Mayor

Fagan Tree and Spraying Service, Ronnie Fagan

Date

Date

Attachment A

DESCRIPTION	QTY	COST	TOTAL
Labor only to spray all ballfield with herbicide, Tatum Soccer, Tatum Softball, Tatum Baseball and Softball, Jaycee, Dahmer, 9 TH St Ballpark and San Antonio Field	year	\$4000.00	\$16,000.00
Labor only to spray ALL BALLFIELD ALLYWAYS including front of Tatum soccer		\$500.00	\$2000.00
Labor only Spray and Fed Plants at City Hall	year	\$250.00	\$750.00
Labor only Spray Beds for Weeds at City Hall		\$150.00	\$300.00
Labor only Spray Lawn for Weeds at City Hall	year	\$100.00	\$200.00
Labor only Spray Lawn for Weeds at Town Square Park	Year	\$250.00	\$500.00
Labor only Spray and Fed Plants at Jackie Dole Center	year	\$150.00	\$450.00
Labor only Spray Beds for Weeds at Jackie Dole Center	year	\$125.00	\$250.00
Labor only Spray Lawn for Weeds at Veterans Park	year	\$100.00	\$200.00
Labor only Spray Beds for Weeds at 4 th St. Broadway Drive and Mobile St	year	\$1200.00	\$2400.00
Labor only Spray Beds for Weeds at Thames Elementary School	year	\$1550.00	\$3100.00
Labor only Spray Beds for Weeds at Grace Christian School	year	\$600.00	\$1200.00
Labor only Spray Beds for Weeds at Interchange of Hwy 49 59	year	\$1250.00	\$2500.00
Labor only Spray Beds for Weeds at Interchange of Hwy 49 and Broadway	year	\$1650.00	\$3300.00
Labor only Spray for Weeds at Hwy 49 Median	year	\$4999.00	\$9998.00
Labor only to Treat Trees on Hwy 49	year	\$3100.00	\$6200.00
Labor only to Spray Beds on Hwy 49	year	\$2700.00	\$5400.00
Labor only to Spray Beds at Bay St	year	\$250.00	\$500.00
Labor only to Spray for weeds at San Antonio Walking Track	year	\$450.00	\$900.00
Labor only to Spray for weeds at San Antonio Ditch	year	\$350.00	\$700.00
Labor only to spray for weeds at Timberton parking lot	year	\$1400.00	\$2800.00

Labor only to spray at Timberton Ditch and Fencing		\$450.00	\$900.00
Labor only to spray and Fed Plants at Smokestack	year	\$200.00	\$600.00
GRAND TOTAL			\$61,148



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 3, 2023
Re: Approve Contractor and Owner Agreement(s) 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: 2023-8
Minute Book #

Summary

Approve Contractor and Owner Agreement(s) 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 January 3, 2023 City Council meeting for consideration.



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of January, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Artis Mosley of 100 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 **100 Southview Drive** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **100 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 thirteen thousand eight hundred fifty dollars (\$13,850.00) 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 preciously made in writing and still unsettled.

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



8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to **100 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 _____, 2023.

Artis Mosley

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By:

Toby Barker, Mayor

By:

Date: January 3, 2023

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, **Artis Mosley of 100 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 _____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Artis Mosley of 100 Southview Drive**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **100 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: January 3, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 100 Southview Drive – Artis Mosely

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg’s CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment* with *Invoice*, and when applicable the *Lien Waiver* and *Release of Lien* *Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$13,850.00.** ***ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 3rd day of January, 2023.

Artis Mosley, SignatureDate

City of Hattiesburg – WitnessDate

Starter Homes of MississippiDate

Other Homeowner, SignatureDate



Department of Urban Development Community Development Division

Homeowner: A. Mosley

Phone:

WORK WRITE-UP

Address: 100 Southview

Completed and Approved By:

Project Type: ☐ Rehab ☐ Repair ☐ Special Project ☐ Adopt A Home ☐ World Changers

HP Inspector:

Date:

Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone

☐ Lead ☐ Asbestos

Reviewed and Approved By:

Contract Date:

Housing Coordinator:

Date:

Contractor:

Housing Manager:

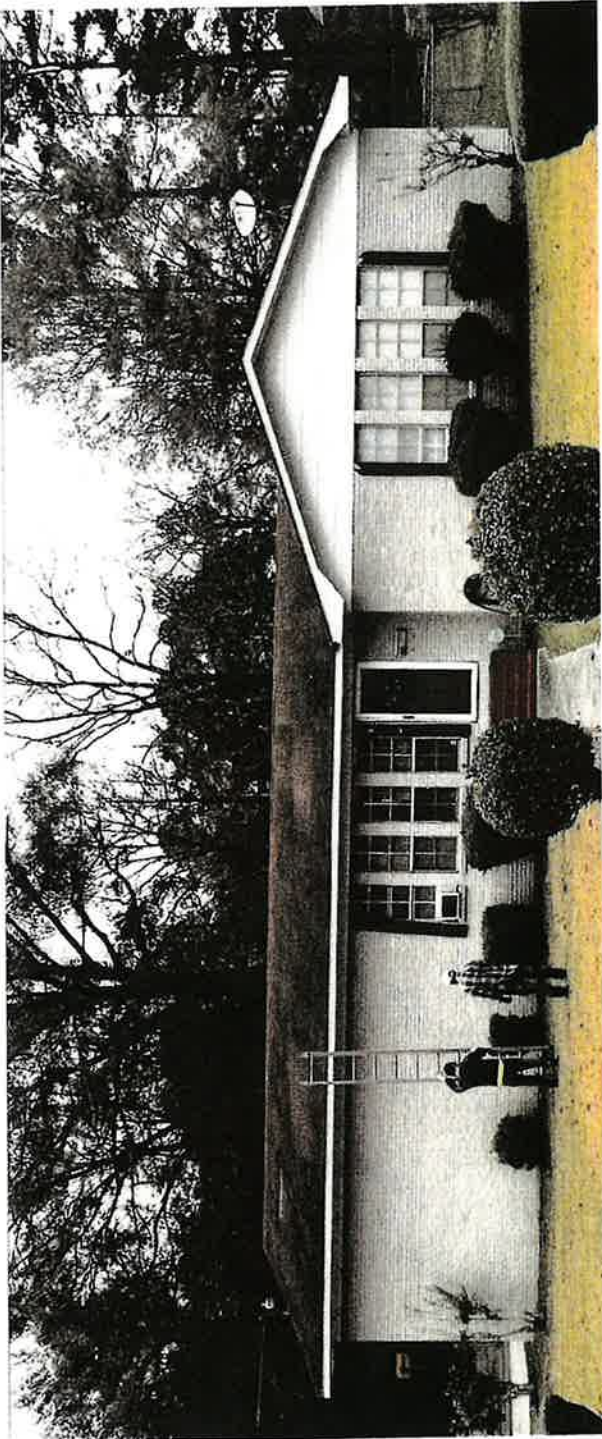
Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg’s Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor’s Performance Standards Rehabilitation and the 2018 International Residential Code.

ITEM NO.	WORK DESCRIPTION	ESTIMATED COST
	<u>ROOF</u>	
1.	Remove shingles and felt down to the decking	
2.	Replace all deteriorated decking and framing	
3.	Install nail over ridge vent	
4.	Install new synthetic felt	
5.	Install new vent pipe boots	
6.	Replace deteriorated fascia and soffit	
7.	Caulk and repaint replaced fascia and soffit	
8.	Install new drip edge	
9.	Ensure that any wood that is knocked loose is nailed back	
10.	Install 25-year mid-grade architectural shingles	

TOTAL:

*** Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of January, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Peggy J. Fluker of 105 Chickasaw 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 **105 Chickasaw Drive** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **105 Chickasaw 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 nine hundred seventy-five dollars (\$14,975.00) 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 wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

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



8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to **105 Chickasaw 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 _____, 2023.

Peggy J. Fluker

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By:

Toby Barker, Mayor

By:

Date: January 3, 2023

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, Peggy J. Fluker of 105 Chickasaw 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 _____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Peggy J. Fluker of 105 Chickasaw Drive**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **105 Chickasaw 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: January 3, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 105 Chickasaw Drive – Peggy J. Fluker

1.

I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2.

I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3.

I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4.

I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5.

I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6.

I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7.

I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg’s CDBG/HOME Contractors Performance Standards, Exhibit K.
8.

I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9.

I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10.

I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11.

I understand that a *Request for Payment* with *Invoice*, and when applicable the *Lien Waiver* and *Release of Lien* *Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12.

I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13.

I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14.

I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$14,975.00**. ***ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 3rd day of January, 2023.

Peggy J. Fluker, Signature

Date

Other Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Department of Urban Development Community Development Division

Homeowner:
Address:
Project Type:
Special Classifications:
Contract Date:
Contractor:

Fluker
105 Chickasaw Dr

☐ Rehab

☐ N/A

☐ Lead

☐ Repair

☐ Historic District

☐ Asbestos

☐ Special Project

☐ Adopt A Home

☐ World Changers

☐ 50 Years +

☐ Flood Zone

Phone:

WORK WRITE-UP

Completed and Approved By:

Date:

Reviewed and Approved By:

Housing Coordinator:

Housing Manager:

Date:

Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg’s Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor’s Performance Standards for Rehabilitation and the 2018 International Residential Code.

ITEM		
NO.	WORK DESCRIPTION	ESTIMATED COST
	ROOF	
1.	Remove shingles and felt down to the decking	-----
2.	Replace all deteriorated decking and framing	-----
3.	Replace deteriorated fascia and soffit	-----
4.	Install new drip edge	-----
5.	Properly flash valleys and around chimney	-----
6.	Install pipe flashing for vent pipes	-----
7.	Install new # 15 felt	-----
8.	Install 25-year mid-grade architectural shingles	-----
9.	Install new ridge vents	-----
	TOTAL:	-----

***Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of January, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Vicki Butler of 215 Scotland Circle, 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 **215 Scotland Circle** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **215 Scotland Circle**, 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 eleven thousand nine hundred fifty dollars (\$11,950.00) 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 **215 Scotland Circle** 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 _____, 2023.

Vicki Butler

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By:

Toby Barker, Mayor

By:

Date: January 3, 2023

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, **Vicki Butler of 215 Scotland Circle**, 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 _____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Vicki Butler of 215 Scotland Circle**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **215 Scotland Circle**. 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: January 3, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 215 Scotland Circle – Vicki Butler

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg’s CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment* with *Invoice*, and when applicable the *Lien Waiver* and *Release of Lien* *Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$11,950.00**. ***ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 3rd day of January, 2023.

Vicki Butler, SignatureDate

City of Hattiesburg – WitnessDate

Starter Homes of MississippiDate

Other Homeowner, SignatureDate



Department of Urban Development Community Development Division

Homeowner: Vicki Butler Phone: WORK WRITE-UP
Address: 215 Scotland Completed and Approved By:

Project Type: ☐ Rehab ☐ Repair ☐ Special Project ☐ Adopt A Home ☐ World Changers HP Inspector:

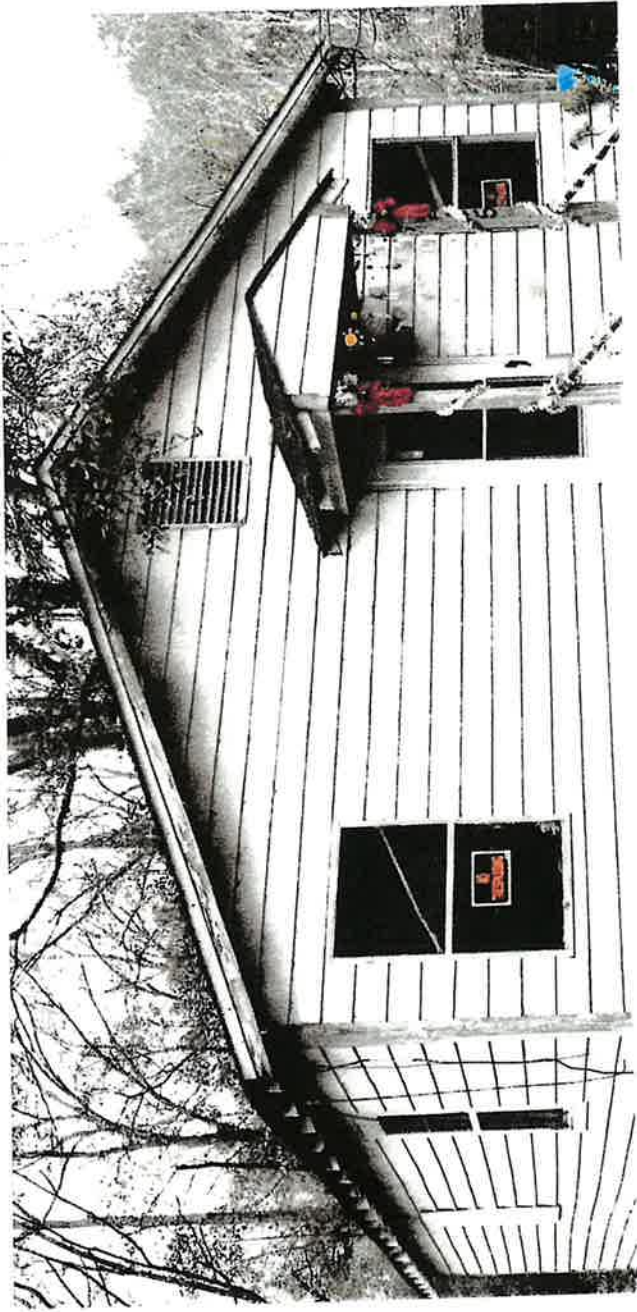
Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone
☐ Lead ☐ Asbestos

Contract Date: Reviewed and Approved By: Date:
Contractor: Housing Coordinator: Date:
 Housing Manager: Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor's Performance Standards Rehabilitation and the 2018 International Residential Code.

ITEM	WORK DESCRIPTION	ESTIMATED COST
NO.	<u>ROOF</u>	
1.	Remove shingles and felt down to the decking	
2.	Replace all deteriorated decking and framing	
3.	Install nail over ridge vent	
4.	Install new synthetic felt	
5.	Install new vent pipe boots	
6.	Replace deteriorated fascia and soffit	
7.	Caulk and repaint replaced fascia and soffit	
8.	Install new drip edge	
9.	Ensure that any wood that is knocked loose is nailed back	
10.	Install 25-year mid-grade architectural shingles	
	TOTAL:	

*** Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 3, 2023
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
File Number: 2023-9
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}

Recommendation Statement

I recommend approval of this item.

Please place this on the January 3, 2023 City Council meeting for consideration.

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

PAID 12/16/22 @

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
December 12, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 110 SOUTHVIEW HATTIESBURG, MS. 39401 <i>Build a saddle behind the fireplace to divert the water.</i>		\$14,552.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: 14,552.00

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

PAID 12/19/22

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
December 19, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 1301 BERNARD STREET HATTIESBURG, MS. 39401		\$12,880.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: 12,880.00

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Wiley Quinn
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: January 3, 2023

The following request for payment is being submitted for approval during the City Council's January 3, 2023 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 1301 Bernard Street
Amount Requested: \$12,880.00
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 110 Southview
Amount Requested: \$14,552.00
Purpose of Request: Reimbursement



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 3, 2023
Re: Acknowledge receipt of grant award from the U.S. Department of Housing & Urban Development in connection with the 2022 allocation of both CDBG and HOME grant funds and ratification of the Grant Agreement.
File Number: 2023-10
Minute Book #

Summary

Ratification of Executed Agreement with the U.S. Department of Housing & Urban Development in connection with the 2022 allocation of both CDBG and HOME grant funds.

Recommendation Statement

I recommend ratification of the Agreement for the 2022 allocation of both CDBG and HOME grant funds.

Please place this on the January 3, 2023 City Council meeting for consideration.

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Hattiesburg	3a. Grantee's 9-digit Tax ID Number 646000432	3b. Grantee's 9-digit DUNS Number N4XZJL9AVM1 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) PO Box 1898 Hattiesburg, MS 39403-1898	4. Date use of funds may begin 01/01/2022	
	5a. Project/Grant No. 1 B-22-MC-28-0006	6a. Amount Approved \$519,024
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Katy Burke, OFM Director		Grantee Name (Contractual Organization) Hattiesburg (City of Hattiesburg)	
Title CPD Director		Title Mayor	
Signature X KATHLEEN BURKE Digitally signed by KATHLEEN BURKE Date: 2022.12.12 14:38:40 -07'00'	Date (mm/dd/yyyy) 12/12/2022	Signature X [Signature]	Date (mm/dd/yyyy) 12/21/22

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (08/16/2022)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 1/1/2022	
11. Amount of Community Development			
Block Grant		FY 2022	
a. Funds Reserved for this Grantee			
b. Funds now being Approved		\$519,024	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By	

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
<u>N/A</u>	<u> %</u>	<u> </u>
<u> </u>	<u> %</u>	<u> </u>
<u> </u>	<u> %</u>	<u> </u>
<u> </u>	<u> %</u>	<u> </u>
<u> </u>	<u> %</u>	<u> </u>

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval and HOME Investment Partnerships Agreement

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Title II of the National Affordable Housing Act
Assistance Listings#14.239 – HOME Investment Partnerships Program

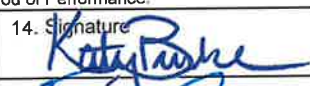
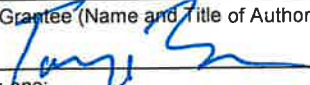
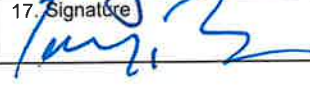
1. Grantee Name (must match the name associated with 3b.) and Address Hattiesburg PO Box 1898 Hattiesburg, MS 39403-1898		2. Grant Number (Federal Award Identification Number (FAIN)) M22-MC280201	
		3a. Tax Identification Number 646000432	3b. Unique Entity Identifier (formerly DUNS) N4XZJLJ9AVM1
		4. Appropriation Number 862/50205	5. Budget Period Start and End Date FY 2022 through FY 2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds			\$
b. Community Housing Development Org. (CHDO) Competitive			\$
7. Current Transaction (+ or -)			\$331,710.00
a. Formula Funds			\$331,710.00
1. CHDO (For deobligations only)			\$
2. Non- CHDO (For deobligations only)			\$
b. CHDO Competitive Reallocation or Deobligation			\$
8. Revised Obligation			\$
a. Formula Funds			\$
b. CHDO Competitive Reallocation			\$
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) / / 12/12/2022	
11. Indirect Cost Rate*		12. Period of Performance Date in Box #10 - 09/01/2030	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	—%		
—	—%		
—	—%		
—	—%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments. The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Katy Burke, OFM Director	14. Signature 	15. Date 12 12/2022
16. For the Grantee (Name and Title of Authorized Official)  Mayor	17. Signature 	18. Date 12 / 12 / 22

19. Check one:

☒ Initial Agreement

☐ Amendment #

20. Funding Information: **HOME**

Source of Funds	Appropriation Code	PAS Code	Amount
2022	86 2/5 0205	HMF (L)	\$330,388.00
2021	861/40205	HMF (J)	\$ 729.00
2020	860/30205	HMF (H)	\$ 303.00
2013	86 X 0205-13	HMC (O)	\$ 290.00



U. S. Department of Housing and Urban Development

Jackson Field Office, Southeast / Caribbean
Dr. A. H. McCoy Federal Building, Room 910
100 West Capitol Street
Jackson, Mississippi 39269-1096

December 13, 2022

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

SUBJECT: Fiscal Year 2022 Grant Agreement Transmittal

Dear Mayor Barker:

The Jackson Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$519,024
HOME Investment Partnerships (HOME)	\$331,710

Total FY 2022 Award	\$850,734
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Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and your agency.

To establish a Line of Credit for Fiscal Year 2022 grant funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), notarize, and return to this office. Additionally, if there is a need to establish or change the depository account where

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

www.hud.gov

espanol.hud.gov

these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

Please note the special condition in your CDBG Funding Approval/Agreement.

In accordance with the HOME regulations at 24 CFR 92.254(a)(5), a Participating Jurisdiction (PJ) must establish resale and/or recapture requirements that comply with the standards of the regulation. Furthermore, the resale and/or recapture requirements must be set forth in the PJ's Consolidated Plan. HUD must determine if the PJ's provisions comply with the requirements of the regulations and notify the PJ in writing of its determination.

HUD has reviewed your resale and/or recapture provisions and has determined that the provisions included in the Plan comply with the requirements at 24 CFR 92.254(a)(5).

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the BAP, for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/BABA and will be provided by HUD prior to the expiration of the waiver and full implementation of BABA.

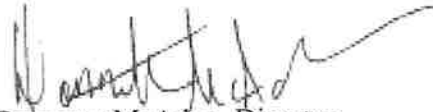
Please execute two (2) copies of each Grant Agreement with electronic signature. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) of each agreement to this office to the attention of Donnetta McAdoo, Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Grant Agreement

should **not** be electronically signed in box 12c. Maintain a copy of each agreement with your original signature on-site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates the City of Hattiesburg on your grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Claudine Ervin, CPD Representative at (601) 608-1793, or Claudine.ervin@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Donnetta McAdoo", with a long, sweeping horizontal line extending to the right.

Donnetta McAdoo, Director
Office of Community Planning and
Development

Enclosures

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Hattiesburg	3a. Grantee's 9-digit Tax ID Number 646000432	3b. Grantee's 9-digit DUNS Number N4XZJLJ9AVM1 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) PO Box 1898 Hattiesburg, MS 39403-1898	4. Date use of funds may begin 01/01/2022	
	5a. Project/Grant No. 1 B-22-MC-28-0006	6a. Amount Approved \$519,024
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Kathy Burke, OFM Director		Grantee Name (Contractual Organization) Hattiesburg (City of Hattiesburg)	
Title CPD Director		Title Mayor	
Signature X KATHLEEN BURKE	Digitally signed by KATHLEEN BURKE Date: 2022.12.12 14:38:40 -07'00'	Date (mm/dd/yyyy) 12/12/2022	Signature X [Signature]
		Date (mm/dd/yyyy) 12/2/22	

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (08/16/2022)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 1/1/2022	
11. Amount of Community Development			
Block Grant		FY 2022	
a. Funds Reserved for this Grantee			
b. Funds now being Approved		\$519,024	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
N/A	%	
	%	
	%	
	%	
	%	

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval and HOME Investment Partnerships Agreement

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Title II of the National Affordable Housing Act
Assistance Listings#14.239 – HOME Investment Partnerships Program

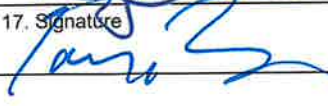
1. Grantee Name (must match the name associated with 3b.) and Address Hattiesburg PO Box 1898 Hattiesburg, MS 39403-1898		2. Grant Number (Federal Award Identification Number (FAIN)) M22-MC280201	
		3a. Tax Identification Number 646000432	3b. Unique Entity Identifier (formerly DUNS) N4XZJLJ9AVM1
		4. Appropriation Number 862/50205	5. Budget Period Start and End Date FY 2022 through FY 2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds			\$
b. Community Housing Development Org. (CHDO) Competitive			\$
7. Current Transaction (+ or -)			\$331,710.00
a. Formula Funds			\$331,710.00
1. CHDO (For deobligations only)			\$
2. Non- CHDO (For deobligations only)			\$
b. CHDO Competitive Reallocation or Deobligation			\$
8. Revised Obligation			\$
a. Formula Funds			\$
b. CHDO Competitive Reallocation			\$
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) / / 12/12/2022	
11. Indirect Cost Rate*		12. Period of Performance Date in Box #10 - 09/01/2030	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	—%		
—	—%		
—	—%		
—	—%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments. The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Katy Burke, OFM Director	14. Signature 	15. Date 12/12/2022
16. For the Grantee (Name and Title of Authorized Official) TORY BARKER - MAYOR	17. Signature 	18. Date 12/21/22

19. Check one:

☒ Initial Agreement

☐ Amendment #

20. Funding Information: **HOME**

Source of Funds	Appropriation Code	PAS Code	Amount
2022	86 2/5 0205	HMF (L)	\$330,388.00
2021	861/40205	HMF (J)	\$ 729.00
2020	860/30205	HMF (H)	\$ 303.00
2013	86 X 0205-13	HMC (O)	\$ 290.00



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 3, 2023
Re: Approve proofs of publication for Hub City Spokes for the month of December, 2022
File Number: 2023-11
Minute Book #

Summary

Acknowledge Proofs of Publications for the Hub City Spokes for the month of December 2022.

Recommendation Statement

Acknowledge acceptance of Proofs of Publications for Hub City Spokes for the month of December 2022.

Please place this on the January 3, 2023 City Council meeting for consideration.

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 newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 1,599 Published 1 times
Date 1st Published: Dec 8 Amt: 191.88
Date 2nd Published: _____ Amt: _____
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 191.88
Proof of Publication Fee: 3.00
TOTAL: 194.88

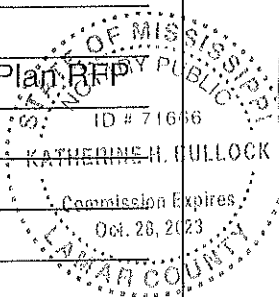
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 8th
day of December, 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: COH-CON Plan RFP
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec'd: _____
- ☐ POP sent: _____



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 Plan 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, non-profit 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 the principal(s) of the firm, contact information of a representative of the firm to discuss the proposal, state whether there are any ongoing, potential legal actions against the firm

3. Consultant Qualifications:

- Background of your firm's experience in providing consulting: HUD plans, including five-year dated Plans, AI, NRSA Plans
- List of principal(s) and other team members, including a organizational chart showing staff the project and their respective positions. Provide appropriate information for each person his or her responsibilities.
- Provide Resumes of prior other consulting team member
- Provide a detailed list of a three references including and telephone number for or businesses for whom you formed similar work
- A breakdown of the perceived to be performed consultant/sub-consultant member as part of this contract
- Identify any conflict of interest as a result of this contract

4. Project Approach

- Narrative that includes the understanding of the project's purpose and deliverables
- Discussion of previous Consolidated Plans, and housing analysis efforts

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Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 3, 2023
Re: Acknowledge receipt of the Privilege Tax License monthly report for the month of December, 2022.
File Number: 2023-12
Minute Book #

Summary

Acknowledge receipt of the Privilege Tax License monthly report for the month of December 2022.

Recommendation Statement

Recommend acknowledgement of receipt of the Privilege Tax License monthly report for December 2022.

Please place this on the January 3, 2023 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, January 3, 2023
Re: Acknowledge Receipt of the Two Quote Docket.
File Number: 2023-13
Minute Book #

Summary

Acknowledge Receipt of the Unadvertised Bid Docket for the period of November 23, 2022 through December 21, 2022 as provided for in Section 31-7-13 (B) of the Mississippi Code.

Recommendation Statement

Attached is the unadvertised bid docket for the period of November 23, 2022 through December 21, 2022 covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the January 3, 2023 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
IDEMIA IDENTITY & SECURITY USA AD&S INC	2300831	\$ 24,778.00 \$ 19,894.00	LIVESCAN FINGERPRINT
ECOSOUTH SERVICES B CLEAN ENVIRONMENTAL LLC	2300835	\$ 9,754.56 \$ 12,816.00	EMERGENCY DUMP AND SERVICE
OTTO ENVIRONMENTAL SYSTEMS REHRIG PACIFIC COMPANY	2300913	\$ 32,145.00 \$ 35,470.00	95 MIL CARTS/GREEN-BROWN-BLUE
PORTABLE TOILETS DBA SOUTHERN ON-SITE B CLEAN LLC	2300978	\$ 25,020.00 \$ 41,913.00	PORTABLE TOILETS
LCFO LLC OWN THE NIGHT PRO-TECH	2300989	\$ 10,095.00 \$ 10,425.00	NIGHT VISION DEVICE
METRIX SOLUTIONS CDW-G	2301016	\$ 13,136.75 \$ 13,872.00	BARRACUDA RENEWAL

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2300831

ITEM: LIVESCAN FINGERPRINT - POLICE DEPT.

BID #1

WINNING BID

COMPANY IDEMIA IDENTITY & SECURITY USA

BID

AMOUNT \$24,778.00

BID #2

COMPANY B CLEAN ENVIRONMENTAL LLC

BID

AMOUNT \$19,894.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
300 Klondyke St
Hattiesburg, MS 39401

1006

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02300831**

Purchase Order Date **11/30/2022**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor
IDEMIA IDENTITY & SECURITY USA (MORPHO)
296 CONCORD RD, SUITE 300
BILLERICA, MA 01821

3169

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
---------------------	--------------	---------------	--------------------	------------	--------------------

Dominique.Lesure@us.idemia.com

3169

267

Destiny Jackson

NOTES

TWO-QUOTE LIVESCAN FINGERPRINT FOR POLICE DEPT.-HP

PLEASE EMAIL INVOICE TO DMJACKSON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	IDEMIA LIVESCAN SYSTEM CABINET AH TENPRINT/PALMPRINT QUOTE#IDMS-L031021-01A GL #: 001100 - 739900	1.0000	EACH	\$24,778.0000	\$24,778.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price

\$24,778.00

Purchase Order Total

\$24,778.00

City Clerk



5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

November 28, 2022

Destiny McGinty
Purchasing Agent
City of Hattiesburg
Purchasing Department
PO Box 1898
Hattiesburg MS
Office: 601.545.4506 | Cell: 601.297.9230
Email: slondon@hattiesburgms.com | twoquote@hattiesburgms.com

City of Hattiesburg Request for Quote

IDEMIA Reference No. IDMS-L112822-04

IDEMIA is pleased to provide City of Hattiesburg with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard State of Mississippi software and workflows.

IDEMIA's fully integrated LiveScan solution provides City of Hattiesburg the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1- Tenprint (Fingerprint)/Palmprint Capture.

Tenprint/Palmprint – Cabinet Adjustable Height

Table 1. Pricing

Price Source: SL-LAWENF

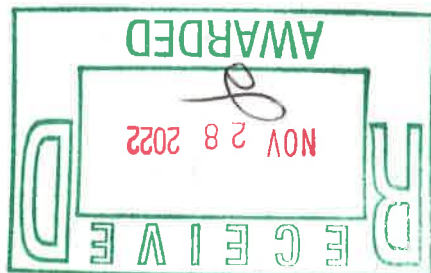
	Description	Unit Price
TPE-5600-ED TPE-CSTX-MISSISSIPPI TPE-CSTX-MSPALM TPE-HWOX-DIGCAP TP-HWOX-DIGCAPC TPE-COMX-SMTPE TPE-COMX-RMPOP3 TPE-SWOX-RMSDE TPE-SWOX-DI-OFCS-BPUSH TPE-PRT-DUP TP-IAT-CUSTOM 47FRT	IDEMIA LiveScan System Cabinet AH Tenprint/Palmprint, including: ◆ IDEMIA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Monitor, keyboard ◆ Ruggedized Cabinet – Adjustable Height ◆ Digital Photo Capture to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware ◆ Demographics Interface ◆ RMS Interface ◆ Standard Mississippi defined Workflows and profiles ◆ Printer Black & White Tenprint Card, Duplexer ◆ Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight	\$24,778

Current shipping of Palm capture Systems is 120+ days after receipt by IDEMIA of City of Hattiesburg completed pre-install documentation, or as otherwise scheduled.

IDEMIA LiveScan System – Details

Table 2. Details

Item	Description
Mississippi Enterprise Customization	◆ Cards: MS Arrest, MS Applicant, MS-DOC, FD-884 ◆ TOT'S: ARR, APP, DOC, Hospital APP ◆ Return messages: POP3 email ◆ Transmits: SMTP email ◆ Mississippi Touch Print Enterprise Customization for Palm Capture <i>(for Palm Capture Systems)</i>
TPE-COMX-SMTPE	◆ Electronic Fingerprint Records Transmission via SMTP over TCP/I
TPE-COMX-RMPOP3	◆ TouchPrint™ POP3 Client Messaging: provides automated POP3 Client interface to Hattiesburg Police Department-supplied POP3 Mail Server address for back-channel text messages or NIST Records to Message Log or Record List.
TPE-SWOX-DI-OFCS-BPUSH	◆ Demographic Interface (DI) - receives B.TXT files from external system via FTP or Windows File Share. Records pushed to system will show in Livescan Inventory View available for edit.
TPE-SWOX-RMSDE	◆ Interface - export biographic information (b.txt), fingerprint images, and photographs using IDEMIA 'Touch Print' naming conventions. ◆ Exported to a local file system, remote drive mapped via Windows File Sharing, or sent to an OFCS provider.



Customer Responsibilities

City of Hattiesburg is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ Obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies. This includes verifying that all network connections and/or devices are in place and connected to the desired remote destination prior to LiveScan System shipment and installation scheduling.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Installing, testing, and / or troubleshooting any network communication connections, lines, and/or City of Hattiesburg network devices.
- ◆ Obtaining all required authorizations for connectivity.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between City of Hattiesburg and applicable receiving agencies will be in place.
- ◆ City of Hattiesburg will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity has been established and verified.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the City of Hattiesburg's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 45 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing valid through: January 31, 2023

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail. Please direct all order correspondence, including Purchase Order, to:

Jayne Goodall

IDEMIA

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: jayne.goodall@us.idemia.com | Mobile: (951) 833-2311

We look forward to working with you.

Sincerely,



Casey Mayfield

Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, City of Hattiesburg agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): \$ _____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name _____

Telephone number () _____

Email _____

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

Technical Contact name _____

Telephone number () _____

Email _____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____,

_____ ("Customer"), having a place of business at _____,

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ _____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within forty-five (45) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach**

or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights.

The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

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1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to

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6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

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8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

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SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are

IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

London, Sylvester

From: Jackson, Destiny
Sent: Monday, November 28, 2022 2:01 PM
To: London, Sylvester
Subject: justification Letter/Fingerprint
Attachments: justification IDEMIA.docx

November 28, 2022

To Whom It May Concern:

RE: Two Quote Bid Results

The vendor that was selected was Idemia because the specification for (1) LiveScan Tenprint (Fingerprint)/Palmprint machine were as following.

Must also be able to do the following and includes: Transmits Electronically to State/FBI, Digital photo capture, Secure access to the system, demographics interfaces, RMS interface, Installation/On-site Training, "Hit/No Hit" response from the state AFIS search, computer, printer, fingerprint scanner, keyboard, printer black & white tenprint card, duplexer, cabinet with adjustable height, 1 year Warranty.

Idemia was the only vendor that met the specification requirement for the RMS interface. This interface is a system that we currently use and is essential for the operation of the department.

Thanks,



Automation Designs & Solutions, Inc.

1070 Lake Village Circle, Suite D
Brandon, MS 39047
Office: (601) 992-4121
Fax: (601) 992-4645
www.fingerpro.net



Date:	Account Manager:	Phone:	Email:	Fax:	Quote #
11/28/22	Chrissy Ramirez	601-992-4121	cramirez@fingerpro.net	601-992-4645	MS20222811HAT

Quote To: Hattiesburg Police Department
Address: 300 Klondyke St.
Hattiesburg, MS 39401

Attention: Destiny McGinty
Phone: 601-545-4506
Cell:
Email: slondon@hattiesburgms.com

Qty	CMT Part #	Description	Unit Price	Extended
1	Palm Live Scan FingerPro ID Kiosk System *	Powder-coated steel kiosk designed to safely house your entire FingerPro ID system. Features an adjustable height encasing for your scanner. Includes: 1. Thales MultiScan-Palm/10 Print Livescan. 2. FingerPro ID Software for Palm/10 Print Capture. 3. TOT Package Includes Criminal Inquiry, Criminal Arrest, Law Enforcement Officer, Civil Applicant, and Sex Offender Registration. 4. HP Computer with 3 Year HP Depot Warranty with 22" Monitor. 5. Printer with additional Tray. 6. Print to Card Software. 7. E-Seek ID reader. 8. Topaz signature pad for electronic signature capture. 9. Camera for with mount 10. 1st year warranty for FingerPro ID and Thales PalmScan.	\$17,329.00	\$17,329.00
1	Import/Export to Jail Tracker	Import/Export to Jail Tracker per specifications.	\$495.00	\$495.00
1	Installation / Training	Onsite installation and training on software and livescan fingerprint capture.	\$1,995.00	\$1,995.00
	*	The FBI has certified that this product meets specifications listed in Appendix F of the FBI's Next Generations Identification System Image Quality Specification.		

☒ New Customer ☐ Current Customer

Sales Tax: ☐ Non Exempt

☒ Exempt

If Tax Exempt, Certificate Must be Supplied.

Subtotal:	\$19,819.00
Sales Tax:	
Shipping:	\$75.00
Other:	
TOTAL:	\$19,894.00

Terms:

1. Prices Expire January 28, 2022
2. Payment Terms - Net 45 Days from installation.
3. Estimated Delivery Date: Kiosk requires 6 weeks for production and delivery. Kiosk cabinet is ordered once the Purchased Order is received. Mississippi Crime Information Center requires at least a 2-week lead time for test transmission once the account has been established or updated for the customer.

Notes:

AD&S, Inc. provides invoicing after first year for warranty on livescan for years 2 - 5.
All other hardware warranties are specific from manufacturer for a period of one year.

Quote Presented By: Chrissy Ramirez

Date: 11/28/2022

Quote Accepted By:

Name

Title

Signature



FingerPro ID Software

Captures, Encrypts and Transmits

Transmits Electronically to State/FBI

Multiple Interfaces Available

Powerful Searching and Filtering Functions

Fast Textual and Image Data

Images and Data stored for easy Retrieval and Re-Submissions

Generates useful Reports with Selective Filtering Tools



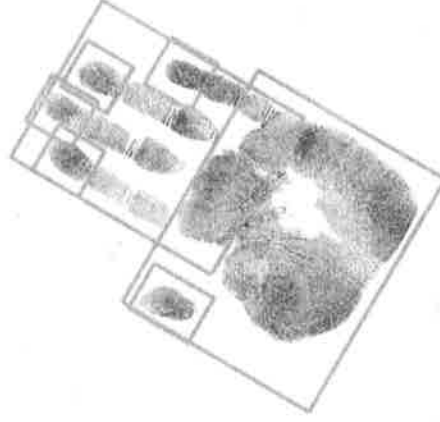
SBA WOSB
Woman Owned Small Business



WWW.FINGERPRO.NET

Our Systems are More Than Just a Set of Fingerprints

- ◆ Full history of every record
- ◆ FBI Certified Live Scans and Software
- ◆ Batch transmissions
- ◆ Secure access to the system
- ◆ Powerful searching and filtering functions
- ◆ Card Reader for fast data input
- ◆ Responses automatically come to printer
- ◆ Multiple workstation locations
- ◆ Live Scan and Palm Scan Options
- ◆ Sex Offender Registry
- ◆ Mobile Solutions **COMING SOON!**



WWW.FINGERPRO.NET

Automation Designs & Solutions, Inc.
1070 Lake Village Circle, Suite D
Brandon, MS 39047

Phone: 601-992-4121
Fax: 601-992-4645

E-mail: sales@fingerpro.net



FINGERPRINTING KIOSK

FINGERPRINTING
JUST GOT EASIER!

All of your
fingerprinting
equipment in one
convenient station.



WWW.FINGERPRO.NET

Tel: (601) 992-4121

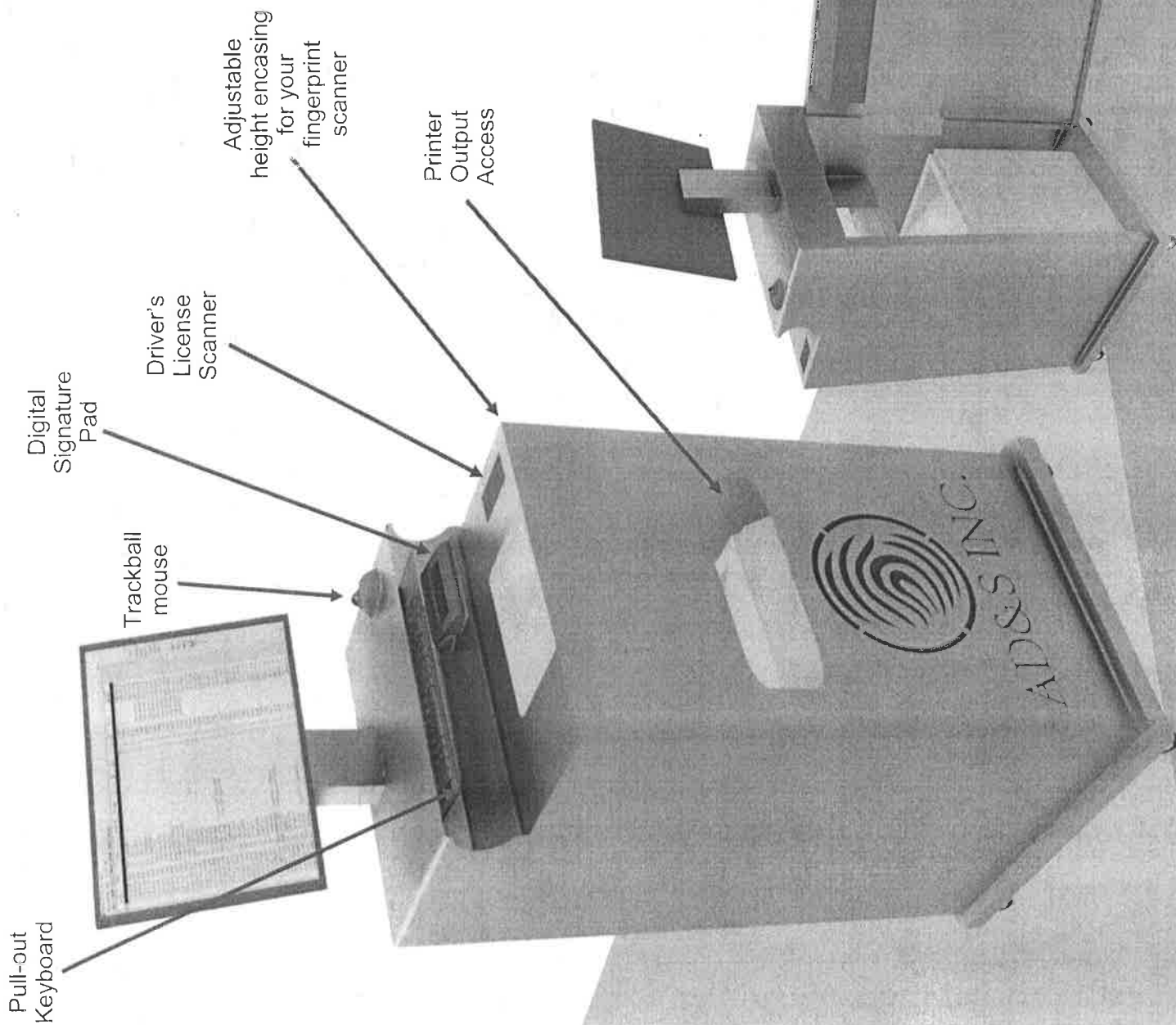


AD&S's FingerPro ID Kiosk is designed to house your entire *FingerPro ID Criminal*

System, including computer, printer, fingerprint scanner, electronic signature capture pad, and ID reader. This

powder-coated steel kiosk features an adjustable-height encasing for your

fingerprint scanner, metal casters for added mobility, camera mount for mugshots, plus locking compartment to safely house your printer and computer.



Innovative Fingerprint



AD&S INC.

FingerPro ID and Digital Livescans

FingerPro ID is ideal for employee background checks, security clearances, professional certifications, criminal booking, airport worker badging, healthcare professionals, child-care employees, Class III firearm permits, immigration, housing, drug testing, banking and real estate licensing, fingerprinting service providers and many more.



Easy to Use Interface Improves Workflow Efficiency

FingerPro ID:

- Easily guides the operator through biometric capture and response
- Provides the opportunity to recapture before the file is transmitted with real-time image quality check, sequence verification, and so on
- Supports rapid rescanning and two modes of operation that allow the fingerprint technician to set the scanning pace
- Allows for the NIST file transmission when a hardwired, cellular, or WI-FI connection is available or when uploaded to another database



4-Point Image Quality Check Eliminates Guesswork

The Image Quality Check relies on the FBI's own image quality scoring algorithm and includes:

- (1) large image viewing window
- (2) color-coded and image quality scores that indicate the probability of pass or fail

Secure Personally Identifiable Information

Personally Identifiable Information (PII) is protected through file encryption and multi-layer password protection. The entire system can run completely standalone or it can run on a network protected behind your own firewall. The software meets government PII data encryption standards.



FEATURED HARDWARE

Thales DactyScan84c

- FBI Certified Livescan
- ISO/IEC FCD 19794-4
- ANSI/NIST-ITL 1-2000/2007
- 3.2" x 3.0" 10-Print at 500 dpi
- 25 frames/second for 4 slaps
- 27 frames/second for rolled prints
- Compact size: 5.8" x 6" x 5.8" and weighs 3 lbs.
- USB Interface (derives power from desktop or laptop)



Thales Multiscan 527g

- FBI Certified Livescan
- ISO/IEC FCD 19794-4
- ANSI/NIST-ITL 1-2000/2007
- 3.2" x 3.0" 10-Print at 500 dpi
- 25 frames/second for 4 slaps
- 27 frames/second for rolled prints
- Compact size: 5.8" x 6" x 5.8" and weighs 3 lbs.
- USB Interface (derives power from desktop or laptop)



ACCESORIES



Lexmark MS810DN

FBI/AFIS Certified
fingerprint card printer
with FingerPro ID



E-Seek Card Reader

Instantly upload
demographic data with
the swipe of any
government-issued ID

FINGERPRINTING JUST GOT EASIER!

 **AD&S INC.**

CALL US TODAY!
(601) 992-4121

1070 Lake Village Circle, Suite D
Brandon, MS 39047
www.fingerpro.net



CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2300835

ITEM: EMERGENCY DUMP AND SERVICE

BID #1

WINNING BID

COMPANY ECOSOUTH SERVICES

BID

AMOUNT \$9,754.56

BID #2

COMPANY B CLEAN ENVIRONMENTAL LLC

BID

AMOUNT \$12,816.00

BID #3

COMPANY _____

BID

AMOUNT _____

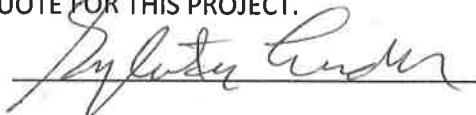
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1015
103 Faulkner St
Hattiesburg, MS 39401

Vendor 48594
ECOSOUTH SERVICES
108 NEHI ROAD
ELLISVILLE, MS 39437

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02300825**

Purchase Order Date **11/30/2022**

Department **SANITATION DIVISION**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	CRAIG.BRYAN@ECOSOUTHSERVICES.NET	48594	2301121	Archie Brewton	

NOTES

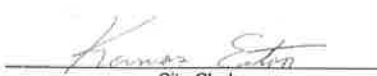
TWO QUOTE/EMERGENCY DUMP AND SERVICE/ECOSOUTH
PLEASE EMAIL INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE/DUMPSTER SERVICES/PLANTATION PLACE/CODE VIOLATION CASE PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM GL #: 001220 - 688500	6.0000	EACH	\$1,625.7600	\$9,754.56

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price **\$9,754.56**

Purchase Order Total **\$9,754.56**


City Clerk

Ms. Jones,

For 6-8yards, 2 times per week. We would like \$1321.76 per month for 6months. We would also like to be able to get some Fuel Recovery Fee which stands today at 23%.making the total invoice today to be \$1625.76 per month for 6 months. Please allow that fuel is a major part of our cost and that any further significant increases may effect the invoice total.

Please feel free to call me with any questions regarding service and price.

Rex Hulsey

Operations Supervisor, Hattiesburg Division

rex.hulsey@ecosouthservices.net

601-550-4267



**SERVICE AGREEMENT**Non-Hazardous Wastes
Phone: (251) 675-9800

Service Type: _____

Billing Group: _____

Cust Type: _____

Ecosouth Services of Mobile, LLC 108 Nehi Rd. Ellisville, MS 39437NEW CUSTOMER: ☐TEMPORARY: ☐SERVICE INCREASE: ☐CANCEL: ☐NEW SERVICE LOCATION: ☐PRICE CHANGE: ☐SERVICE DECREASE: ☐OTHER: ☒

CUST. #:

BILLING INFORMATION**SERVICE INFORMATION**

COMPANY NAME

City of Hattiesburg

Plantation Place Apartments

ADDRESS

P.O. BOX 1898

101 Ellis Drive

ADDRESS 2

CITY, STATE, ZIP

Hattiesburg, MS 39401

Hattiesburg, MS 39401

PHONE #

601-545-4503

CONTACT NAME

Ann Jones or Wiley Quinn

CONTACT PHONE #

CONTACT E-Mail

CUSTOMER P.O. #

THIS IS A LEGALLY BINDING AGREEMENT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF COLLECTION INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE OF THIS DOCUMENT. I have received, read and agree to the attached terms and conditions.

Container Number One LOB / Specs / Service

QTY	Cust Owned	LOB	SIZE	TYPE/DESCRIPTION	FREQUENCY
6	☐	COM	8	FEL - Standard	2X Week

Schedule of Charges

Standard Service Charge	per Month	\$ 1321.76	R/O Haul Charge	per Each	\$
Extra Service Charge	per Each	\$	Disposal Charge	per Ton	\$
Delivery Charge	per Each	\$ 0.00	Relocate Charge	per each	\$
Container Exchange	per Each	\$	Dry Run Charge	per Each	\$
Lock Charge	per Month	\$	Container Rental	per Day	\$
Caster Charge	per Month	\$	Compactor Rental	per Month	\$
Removal Charge	per Each	\$	Installation Charge	per Each	\$

Container Number Two LOB / Specs / Service

QTY	Cust Owned	LOB	SIZE	TYPE/DESCRIPTION	FREQUENCY
	☐				

Schedule of Charges

Standard Service Charge	per Month	\$	R/O Haul Charge	per Each	\$
Extra Service Charge	per Each	\$	Disposal Charge	per Ton	\$
Delivery Charge	per Each	\$	Relocate Charge	per each	\$
Container Exchange	per Each	\$	Dry Run Charge	per Each	\$
Lock Charge	per Month	\$	Container Rental	per Day	\$
Caster Charge	per Month	\$	Compactor Rental	per Month	\$
Removal Charge	per Each	\$	Installation Charge	per Each	\$

SPECIAL INSTRUCTIONS: Fuel surcharges will apply to monthly billing.

ROLL-OFF COMPACTOR/CONTAINER SERVICE: If our container(s) cannot be safely hauled by the collection vehicle, there will be a DEADHEAD FEE billed to your account. Deadhead time will be billed at contractor's standard hourly rate (no less than \$75.00 per hour). The driver will not be allowed to haul loads in excess of 20,000 pounds, loads that cannot be tarped flat with the side/top of the container, boxes that are blocked by automobiles, equipment that cannot be moved on a timely basis or containers that are overweight to one side. CONTRACTOR IS NOT REQUIRED TO GET HAULING TICKETS SIGNED. IF SIGNATURES ARE REQUIRED BEFORE PAYMENT CAN BE RENDERED, AN HOURLY CHARGE WILL BE ASSESSED FOR THE DRIVER'S WAITING TIME.

CUSTOMER**EcoSouth Services of Mobile, LLC***Eric Bullock*

AUTHORIZED SIGNATURE

REPRESENTATIVE'S SIGNATURE

Territory Manager

11-29-2022

TITLE

DATE

TITLE

DATE

TERMS AND CONDITIONS

SERVICES. Customer grants Company the exclusive right to collect and dispose all of Customer's Waste Materials (as defined below). Company agrees to furnish the services and Equipment specified above, subject to the terms and conditions of this Agreement. Changes in collection frequency and type of Equipment may be agreed to orally or in writing, provided that no terms and conditions added by Customer shall be binding upon Company unless expressly accepted in writing by the Company's authorized officer. Company reserves the right to substitute similar but equivalent services. These terms and conditions supersede any customer issued agreements and/or purchase orders.

TERM. The term of this agreement is **24 (Twenty-Four)** months commencing on the effective date referenced herein, and shall automatically renew for additional like terms thereafter, unless either party provides notice to the other of non-renewal at least 60 days but not more than 180 days prior to the expiration of the then current term. If Customer terminates this Agreement other than as provided above, or if Company terminates due to Customer's breach (including nonpayment), Customer shall pay to Company, In addition to Company's legal fees, if any, liquidated damages in an amount equal to the average of the Customer's invoices for the prior twelve months multiplied by six; or if Customer has not been serviced for twelve months, an amount equal to Customer's most recent monthly charge multiplied by six. Customer acknowledges that Company has dedicated certain Equipment, personnel and/or incurred other debts/commitments to service Customer and has a right to profit in good faith in its relationship with the Customer. Customer acknowledges that the actual damages to Company in the event of termination are difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is a genuine estimate of Company's anticipated damages and is not imposed as a penalty. The liquidated damages amount set out in this section does not include costs for removing the Equipment which will be billed as a separate charge by Company. Company may terminate this Agreement at any time with not less than ten days prior notice to Customer. Company shall have the right to match any offers given to Customer by a competitor.

EQUIPMENT. All equipment furnished to Customer or used by Company ("Equipment") shall remain Company's exclusive property and shall be used only for the purposes intended by this Agreement. Customer shall not encumber, alter, move, or overload the Equipment (by weight or volume), or compact Waste Materials once placed in the Equipment or otherwise utilize the Equipment for any purpose other than for the disposal of Waste Materials without Company's approval. If Company is assessed an overweight fine Customer shall reimburse Company for the costs of such fine. Customer shall pay an extra yardage and pickup fee for Waste Material not properly contained and any fees for contaminated recyclables. Customer shall maintain the Equipment and surrounding areas in a clean manner to enable Company to service the Equipment safely and efficiently. Customer shall always secure the equipment to prevent unauthorized access and accepts sole responsibility for all losses and damage related to the Equipment, normal wear and tear excepted. Unless otherwise agreed in writing, where Customer fails to use Company's Equipment for the disposal of Waste Materials for ten days or more, Customer authorizes Company to remove the Equipment and terminate this Agreement on notice to Customer or to charge Customer a fixed rental fee.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all materials to be collected by Company are nonhazardous solid waste and Recyclables ("Waste Materials") and will not contain any of the following unless specifically set out on the front page of this Agreement: (i) hazardous, bio-hazardous, infectious, radioactive, flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq, and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§ 2601 et seq, and associated regulations, 40 C.F.R. Part 761 (including PCBs in any concentration); (ii) other materials, that because of their chemical or physical state, pose a risk to human health or the environment; or (iii) materials that require special handling or disposal due to weight, size or composition such as tree stumps, concrete, appliances or similar types of materials ("Excluded Waste"). Recyclables shall include all materials that may be recycled or recovered provided that Recyclables deemed contaminated by the receiving facility shall be charged to Customer as Waste Material plus a re-routing fee for the cost of routing the contaminated Recyclables from a recycling facility to a waste facility. Customer shall remove Excluded Waste from the Equipment or other property, but if such materials are not removed by Customer immediately then Company may arrange for lawful disposal at the sole cost and expense of Customer. Title to and liability for Excluded Waste shall at all times remain with Customer. Customer shall be responsible for all costs associated with Excluded Waste, including, but not limited to, handling, loading, preparing, exhuming, transporting, storing, and disposing of Excluded Waste and any materials contaminated therewith. Title to Waste Materials (as defined above) including any value received in connection therewith, shall vest with Company upon collection. Customer shall at its expense provide any requested chemical characterization of waste to be collected and provide prior notice of any changes in the waste characteristics or generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment source separation or recycling.

INDEMNITY. Company shall hold harmless and indemnify Customer from and against any claims for damage to persons, property, or both (including death) to the extent such damage or injuries were caused by Company's negligence or willful misconduct or violation of law, during collection services provided by Company pursuant to this Agreement, provided that Company's indemnification obligations shall not apply to occurrences involving Excluded Waste. Customer shall defend, hold

Customer Representative Initials _____

Company Representative Initials _____

harmless and indemnify Company, its officers, directors, members, affiliates, employees, and representatives from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, reasonable investigation and legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, violation of law, use of Equipment or breach of this Agreement.

ACCESS. Customer shall provide unobstructed access to the Waste Materials on the day of collection. If such access is not provided, then Customer will be notified and Company may make additional collection attempts, subject to "extra pick-up" or additional charges. Company shall be excused from providing service if precluded from doing so due to reasons beyond its control. All enclosures must meet Company's enclosure standards. Customer represents and warrants that any right-of-way used by Company to access the Equipment is sufficient to bear the weight of the Equipment and Company's vehicle and further warrants sufficient overhead and side clearance to accommodate the placement and movement of Company's vehicles and Equipment. Company shall not be responsible for any damage to any curb, driveway or subsurface or enclosure or any side obstacles such as electrical wires, overhanging roof lines or eaves, trees, walls, or other obstacles within the service area except to the extent caused by Company's negligence.

CHARGES & PAYMENT. Customer agrees to pay all invoice charges within ten days of the date of the invoice. If payment is not made when due, Customer agrees that Company may charge a late charge for which Customer is responsible in any amount up to the maximum amount allowed by applicable law. Company may suspend service or remove its Equipment if payment is late or for any other breach by Customer without prejudice to any of Company's other rights, and such suspension or removal shall not constitute termination of this Agreement unless Company so elects. Customer understands that all rates are quoted exclusive of applicable taxes, and that it is Customer's responsibility to notify Company of any applicable tax exemption to which Customer is entitled prior to charges being billed. Customer shall pay any applicable franchise fees, suspension and reinstatement related charges, container exchange and relocation charges, charges for payments rejected due to non-sufficient funds, and any environmental, fuel, compliance, and business impact. Administrative and other charges included on Customer's invoice whether implemented on or after the Effective Date. Company may, in its sole discretion, increase rates and charges to Customer for: (i) any new or change in law, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Company's business; (ii) any increase in processing, recycling, treatment, disposal or transportation costs; (iii) any increase in the Consumer Price Index-All Urban Consumers (Water, Sewer & Trash Collection Services) (or upon notice to Customer any other nationally recognized index); (iv) weights of Waste Material being higher than those estimated; or (v) change in Company's charges or rate programs. In addition, Company may increase or impose additional charges for reasons other than those set forth above upon prior written notice (which notice may be contained in an invoice) and consent by Customer which may be evidenced verbally, in writing, or by the actions and practices of the parties including payment. Customer shall have conclusively agreed to any invoiced amounts upon the earlier of payment of the invoice, or Customer's failure to deliver a written objection within thirty days after the notice date. If Customer does not consent to such increase, Company may terminate this Agreement upon written notice to Customer. Customer agrees that the Company may at its discretion add a fuel recovery fee based on diesel fuel pricing in the specific market as published by the US Department of Energy. Fuel recovery fee may fluctuate from month to month and will be expressed as a percentage of the current month's gross services pricing. Customer acknowledges and agrees that any rate or charge assessed or increased is not represented to be an offset or pass through of Company's costs, and that such rates or charges may actually reflect an amount for profit or margin.

DISPUTES, ARBITRATION, JURY TRIAL & CLASS ACTION WAIVER. Except for claims by Company for collection of its fees or indemnity or claims by Customer against Company for property damage, the parties knowingly, voluntarily and Irrevocably agree that at the election of either party any controversy arising between them (WHETHER RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction. Customer acknowledges the service Company provides to it impacts interstate commerce and agrees that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provides adequate consideration therefor. THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE AND FURTHER W/WE THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION, ANY ACTION ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT NO ACTION MAY BE MAINTAINED AS A CLASS ACTION OR PURSUED ON A CONSOLIDATED BASIS IN ARBITRATION OR OTHERWISE. Any action (including arbitration) by Customer against Company whether related to this Agreement or any prior Agreement, must be brought within one year from the date of any alleged wrongful act. Any proceedings shall be conducted in the location where services are rendered by Company to the Customer and governed by the laws of that state. Customer shall promptly notify Company in writing via certified mail of any alleged breach by Company and allow Company a reasonable period of time to cure, but in any event no less than ten days. Customer's failure to give notice of an alleged breach as required by this section shall be deemed a waiver of any such claim. If any proceeding is brought by Company in connection with this Agreement Company shall be entitled to recover its legal fees and costs leading up to and incurred in that action in

Customer Representative Initials _____

Company Representative Initials _____

addition to any other relief to which it may be entitled. Company shall not be liable for any indirect, incidental, or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the amount paid to Company by Customer for the prior twelve-month period, regardless of the recovery sought. This paragraph and Customer's representations, warranties and indemnification shall survive termination of the Agreement.

MISCELLANEOUS. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL ARE EXPRESSLY DISCLAIMED. If there is a conflict in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. If there is a conflict between this Agreement and any other agreement or purchase order between Customer and Company, the terms of this Agreement shall govern. Customer consents and agrees that Company may monitor and record calls and that any contact information provided by Customer, including, but not limited to, telephone numbers and e-data, may be used by Company and its affiliates, and their respective employees, agents and service providers, for any and all communications (including, but not limited to: service issues, marketing and debt collection), which consent may not be unilaterally or orally revoked without the mutual written agreement of both parties. Customer represents that it is the subscriber or user of any contact information provided to Company by Customer. This Agreement is binding on the parties and their successors and assigns; provided Customer may not assign this Agreement without the prior written consent of Company. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions.

Customer Representative Initials _____

Company Representative Initials _____

Container Number Three LOB / Specs / Service

QTY ☐ Cust Owned ☐ LOB _____ SIZE _____ TYPE/DESCRIPTION _____ FREQUENCY 1X Month

Schedule of Charges					
Standard Service Charge	per Month	\$	R/O Haul Charge	per Each	\$
Extra Service Charge	per Each	\$	Disposal Charge	per Ton	\$
Delivery Charge	per Each	\$	Relocate Charge	per each	\$
Container Exchange	per Each	\$	Dry Run Charge	per Each	\$
Lock Charge	per Month	\$	Container Rental	per Day	\$
Caster Charge	per Month	\$	Compactor Rental	per Month	\$
Removal Charge	per Each	\$	Installation Charge	per Each	\$

Container Number Four LOB / Specs / Service

QTY ☐ Cust Owned ☐ LOB _____ SIZE _____ TYPE/DESCRIPTION _____ FREQUENCY

Schedule of Charges					
Standard Service Charge	per Month	\$	R/O Haul Charge	per Each	\$
Extra Service Charge	per Each	\$	Disposal Charge	per Ton	\$
Delivery Charge	per Each	\$	Relocate Charge	per each	\$
Container Exchange	per Each	\$	Dry Run Charge	per Each	\$
Lock Charge	per Month	\$	Container Rental	per Day	\$
Caster Charge	per Month	\$	Compactor Rental	per Month	\$
Removal Charge	per Each	\$	Installation Charge	per Each	\$

Container Number Five LOB / Specs / Service

QTY ☐ Cust Owned ☐ LOB _____ SIZE _____ TYPE/DESCRIPTION _____ FREQUENCY

Schedule of Charges					
Standard Service Charge	per Month	\$	R/O Haul Charge	per Each	\$
Extra Service Charge	per Each	\$	Disposal Charge	per Ton	\$
Delivery Charge	per Each	\$	Relocate Charge	per each	\$
Container Exchange	per Each	\$	Dry Run Charge	per Each	\$
Lock Charge	per Month	\$	Container Rental	per Day	\$
Caster Charge	per Month	\$	Compactor Rental	per Month	\$
Removal Charge	per Each	\$	Installation Charge	per Each	\$

Container Number Six LOB / Specs / Service

QTY ☐ Cust Owned ☐ LOB _____ SIZE _____ TYPE/DESCRIPTION _____ FREQUENCY

Schedule of Charges					
Standard Service Charge	per Month	\$	R/O Haul Charge	per Each	\$
Extra Service Charge	per Each	\$	Disposal Charge	per Ton	\$
Delivery Charge	per Each	\$	Relocate Charge	per each	\$
Container Exchange	per Each	\$	Dry Run Charge	per Each	\$
Lock Charge	per Month	\$	Container Rental	per Day	\$
Caster Charge	per Month	\$	Compactor Rental	per Month	\$
Removal Charge	per Each	\$	Installation Charge	per Each	\$

Customer Representative Initials _____

Company Representative Initials _____

B Clean Environmental, LLC

Post Office Box 1084
Laurel, MS 39441
(601) 399-4943

Proposal

Proposal Date: 11/30/2022

Proposal #: 66

Project:

Bill To:

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

Description	Est. Hours/Qty.	Rate	Total
Dumpster Rental - 8 Yard Flat with 2x a week service	8	240.00	1,920.00
Delivery - one time fee	8	27.00	216.00
Additional Service - \$27 per service			
Pick Up - one time fee of \$27 per dumpster			
NOTE: Pricing on dumpsters is based on a 28-day billing cycle.			
Total			\$2,136.00

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2300913

ITEM: 95 MIL CARTS/GREEN-BROWN-BLUE

BID #1

WINNING BID

COMPANY OTTO ENVIRONMENTAL SYSTEMS (DURAMAZ HOLDINGS LLC)

BID

AMOUNT \$32,145.00

BID #2

COMPANY REHRIG PACIFIC COMPANY

BID

AMOUNT \$35,470.00

BID #3

COMPANY _____

BID

AMOUNT _____

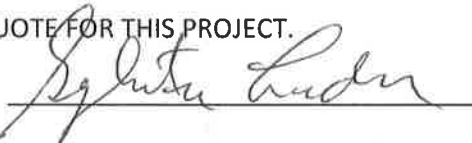
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
103 Faulkner St
Hattiesburg, MS 39401

1015

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02300913**

Purchase Order Date **12/07/2022**

Department **SANITATION DIVISION**

FID 64-6000432

Vendor
DURAMAX HOLDINGS LLC
DBA OTTO ENVIRONMENTAL SYSTEMS
PO BOX 72605
CLEVELAND, OH 44192-002

49197

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
704-583-5246	SANDRA.ABDOW@OTTO-USA.COM	49197	2301172	JACKIE MCCLAIN	

NOTES

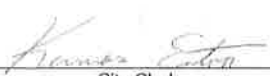
TWO QUOTE 95 MIL CARTS/GREEN-BROWN-BLUE
PLEASE EMAIL THE INVOICE TO JACQUILINE MCCLAIN - jmcclain@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PRODUCT-9785656 95 GAL MIL CART -HATTIESBURGMS- 356 GREEN PLEASE SEE ATTACHED WINNING BID GL #: 001220 - 559000	200.0000	EACH	\$60.7500	\$12,150.00
2	PRODUCT 9786363- # 63 BROWN 95 MIL TRASH-HATTIESBURGMS TWO-QUOTE AWARD VENDOR. PLEASE SEE ATTACHED QUOTE 18319 FOR A DETAILED LISTING GL #: 001220 - 559000	150.0000	EACH	\$60.7500	\$9,112.50
3	ESTIMATED FREIGHT CHARGES GL #: 001220 - 559000	1.0000	EACH	\$1,770.0000	\$1,770.00
4	PART 9784444 #44 BLUE 95 GALLON MIL CARTS GL #: 001220 - 559000	150.0000	EACH	\$60.7500	\$9,112.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$32,145.00

Purchase Order Total **\$32,145.00**


City Clerk



Otto Environmental Systems
12700 General Drive
Charlotte, North Carolina 28273

CITY OF HATTIESBURG, MS
Two-Quote Bid Request: 95-gallon carts

Bid Due: Thursday, December 1, 2022 by 5:00 p.m.

Price Sheet

95-gallon "Millennium" cart

\$60.75/cart x 500 carts = \$30,375.00
Freight \$1,770.00
Total cart price **\$32,145.00**

Delivery, 30-45 days ARO

Price expiration, 90 days from the bid due date.

 11-29-22
Robert Cheney Chief Commercial Officer

Please see attached Quote with breakdown pricing.



Duramax Holdings LLC
DBA Otto Environmental Systems
12700 General Drive
Charlotte, NC 28273



Quote: 20032

Page: 1/4

Jacqueline McClain A/P
City of Hattiesburg, MS
ACCOUNTING Dept
PO Box 1898
Hattiesburg MS 39403-1898

Dear Jacqueline,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of Hattiesburg, MS. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: November 18, 2022 - December 18, 2022

Line	Product	Description	Quantity	Net Price	Net Value
20	9785656- FI0OR000H0- HATTIESMSM01	95 Gal Mil Cart HATTIESMS (SK)c **RFID**	200 Each	60.75 USD / 1 Each	12,150.00 USD
List Price 60.75 USD / 1 Each 12,150.00 USD Freight 1,770.00 USD 708.00 USD Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 56 - Green Lid Color: 56 - Green Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					
30	9786363- FI0OR000H0- HATTIESMST01	95 Mil Trash HATTIESMS (SK)c **RFID**	150 Each	60.75 USD / 1 Each	9,112.50 USD
List Price 60.75 USD / 1 Each 9,112.50 USD Freight 1,770.00 USD 531.00 USD Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 63 - Brown Lid Color: 63 - Brown Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 20032

Page: 2 / 4

40	9784444-FI00R000HH-HATTIESMSR01	95 Mil Recycl HATTIESMS ***RFID*** (SK)c	150 Each	60.75 USD / 1 Each	9,112.50 USD
List Price				60.75 USD / 1 Each	9,112.50 USD
Freight				1,770.00 USD	531.00 USD
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 44 - Blue Lid Color: 44 - Blue Wheel: 10" WHEEL X .844 INJCT MLD 2.85" INTG SP RFID: RFID					

Total Item Net Value	30,375.00 USD
Freight	1,770.00 USD
Total	32,145.00 USD

Payment Terms: 30 days net

Incoterms: Free on Board (INTL), Destination

All Credit Card transactions are subject to a 2.5% processing fee.

Current lead times are approximately 8 weeks from order date.

Orders containing premium colors may or may not include extended lead times.

Sincerely,

John Van Ness

John.VanNess@otto-usa.com



Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. ACCEPTANCE. All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.

2. DELIVERIES. Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.

3. RECEIVING DELAYS. If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. PRICES. Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.

5. TERMS OF PAYMENT. Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.

6. RETURNED GOODS AND CLAIMS. Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.

7. CANCELLATION/CHANGES. Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.

8. WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. INDEMNIFICATION. Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.

10. SECURITY AGREEMENT. Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.

11. LIMITATIONS. Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.

12. GOVERNING LAW; JURISDICTION. This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13. CUMULATIVE REMEDIES; WAIVER. Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.

14. ENTIRE AGREEMENT. Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.

15. SEVERABILITY. If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.

16. ACCOUNT CREDITS. In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.

AFFIRMATIVE ACTION. This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

identity, national origin, protected veteran status or disability.

**TWO-QUOTE BID REQUEST
95-GALLON CARTS**

BID DUE DATE: THURSDAY, DECEMBER 1, 2022 BY 5:00 P.M.



Prepared for:
Jacqueline McClain, Admin. Asst.
CITY OF HATTIESURG

Prepared by:
OTTO ENVIRONMENTAL SYSTEMS

Contact:
Sandra Abdow, Municipal Manager
12700 General Drive, Charlotte, NC 28273
Sandra.Abdow@otto-usa.com
980-275-5457
www.otto-usa.com

**Locations:**

1000 Raco Court, Lawrenceville, GA 30046
626 West Mockingbird Lane, Dallas, TX 75247
1738 W. 20th St, Erie, PA 16502
7452 Presidents Dr, Orlando, FL 32809

8875 Commerce Dr, DeSoto, KS 66018
7800 100th St, Pleasant Prairie, WI 53158
4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: 12022022

December 6, 2022

Bill-to: City of Hattiesburg Hattiesburg, MS 39403	Ship-to:
Billing Contact: Name: Jacqueline D. McClain Phone: 601.544.5406 Email: jmcclain@hattiesburgms.com	Shipping Contact:

ITEM DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type:	95 Gallon EG Cart	200	\$65.00	\$ 13,000.00
Body Color Requested: Kelly Green Lid Color Requested: Kelly Green				
Wheels / Casters: 10" Snap on with Intergrated Spacer				
Rollout Cart Type:	95 Gallon EG Cart	150	\$65.00	\$ 9,750.00
Body Color Requested: Cocoa Brown Lid Color Requested: Cocoa Brown				
Wheels / Casters: 10" Snap on with Intergrated Spacer				
Components:	Brand Plate Fee	1	\$700.00	\$ 700.00
Rollout Cart Type:	95 Gallon EG Cart	150	\$65.00	\$ 9,750.00
Body Color Requested: Pepsi Blue Lid Color Requested: Pepsi Blue				
Wheels / Casters: 10" Snap on with Intergrated Spacer				
Components:	Brand Plate Fee	1	\$700.00	\$ 700.00
Is Product Taxable?	No	Subtotal =		\$33,900.00
Is Freight taxable?	No	Est. Tax on Product =		
Tax Rate:	7.00%	Est. Freight Rate =		\$1,570.00
Terms:	Cash, Check, Credit Card (Visa or MC) Up Front ***	Est. Tax on Freight =		
		Total =		\$35,470.00

ADDITIONAL INFORMATION:

Contract Options: None
Ship From: Lawrenceville, GA facility
Leadtime: 8 weeks or sooner
Warranty: 10 year unprorated warranty
Quote Valid: 30 Days
Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

PRESENTED BY:

Rehrig Pacific Company

Elizabeth Stavrat
Environmental Account Specialist
Email: customerservice@rehrig.com

12/6/2022
Date

ACCEPTED BY:

Sign and Print Name

Date

Title:

To initiate order, please call or send signed proposal via fax or email to Presented By representative.



**CITY OF HATTIESBURG
SANITATION DEPARTMENT
TWO-QUOTE BID REQUEST**

COVER SHEET

DATE: December 2, 2022

TO: Rehrig Pacific Company

PHONE: 323-262-5145

EMAIL: customerservice@rehrig.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL JACQUINE MCCLAIN @ 601-545-4545 SHOULD YOU REQUIRE ADDITIONAL INFORMATION OR HAVE QUESTIONS.

THANK YOU

*JACQUINE MCCLAIN, ADMIN. ASST.
HATTIESBURG SOLID WASTE/SANITATION DIVISION
601.545.4545
FAX: 601.545.4925*

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2300978

ITEM: PORTABLE TOILETS LLC

BID #1

WINNING BID

COMPANY PORTABLE TOILETS LLC DBA SOUTHERN ON-SITE

BID

AMOUNT \$25,020.00

BID #2

COMPANY B CLEAN LLC

BID

AMOUNT \$41,913.00

BID #3

COMPANY _____

BID

AMOUNT _____

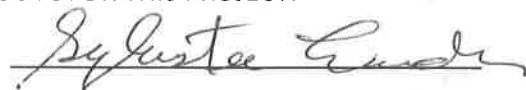
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
NON APPLICABLE

9998

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02300978**

Purchase Order Date **12/12/2022**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 47043
PORTABLE TOILETS LLC
DBA SOUTHERN ON-SITE
PO BOX 18798
HATTIESBURG, MS 39404-8798

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SOUTHERNONSITE@YMAIL.COM	47043	2301198	Akira Lewis	

NOTES

TWO QUOTE PORTABLE TOILETS RENTAL FOR TSP
PLEASE SEND INVOICE TO ALEWIS@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	12 RENTAL PORTABLE TOILETS WITH ONCE PER WEEK CLEANING AND RESTOCK SERVICE INCLUDED ON A PER MONTHLY FEE GL #: 002300 - 644900 \$12,960.00	12.0000	EACH	\$1,080.0000	\$12,960.00
2	1 HANDICAP PORTABLE TOILET WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A MONTHLY FEE BASIS GL #: 002300 - 644900 \$1,620.00	12.0000	EACH	\$135.0000	\$1,620.00
3	2 HANDWASH STATION RENTALS WITH A ONCE PER WEEK CLEANING AND STOCKING SERVICE INCLUDED ON A PER MONTHLY FEE GL #: 002300 - 644900 \$1,680.00	12.0000	EACH	\$140.0000	\$1,680.00
4	1 EXTRA WEEKLY PORTABLE TOILET CLEANING AND STOCKING SERVICE FOR EACH TOILET 13 TOTAL FROM MARCH 2023 UNTIL DECEMBER 2023 ON A PER MONTHLY FEE GL #: 002300 - 644900 \$7,800.00	10.0000	EACH	\$780.0000	\$7,800.00
5	1 EXTRA WEEKLY HAND WASH CLEANING AND STOCKING SERVICE FOR EACH HAND WASH STATIONS FROM MARCH 2023- DECEMBER 2023 ON A PER MONTHLY FEE *CITY WILL COORDINATE DAYS FOR EXTRA CLEANING* GL #: 002300 - 644900 \$960.00	10.0000	EACH	\$96.0000	\$960.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$25,020.00

Purchase Order Total **\$25,020.00**

City Clerk

London, Sylvester

From: southernonsite@ymail.com
Sent: Thursday, December 08, 2022 9:52 AM
To: London, Sylvester
Subject: Fw: Revised 2023 Portable Rental Bid
Attachments: REVISED 2023 Portable Rental Bid (1).pdf

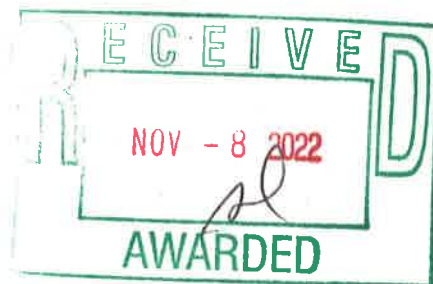
----- Forwarded Message -----

From: southernonsite@ymail.com <southernonsite@ymail.com>
To: slondon@hattiesburgms.com <slondon@hattiesburgms.com>
Sent: Wednesday, November 30, 2022 at 04:11:38 PM CST
Subject: Revised 2023 Portable Rental Bid

The Revised 2023 Portable Rental Bid is attached.

Thank you for the opportunity.

Sammie Jo Wilson, Office Manager
Southern On-Site
P.O. Box 18798
Hattiesburg, MS 39404-8798
Office: 601-583-8121 or 769-223-6251
Fax: 769-223-6251
www.southernonsite.com





MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

TO: VENDOR

FROM: John McLemore, General Manager of Grounds Maintenance

DATE: 11/29/2022

RE: REVISED Portable Toilet and Hand wash Rental Quote

Please submit a quote for the following services:

1. 12 rental portable toilets with a once per week cleaning and stocking service included on a per monthly fee. \$1,080.00 per month
2. 1 handicap portable toilet with a once per week cleaning and stocking service included on a per monthly fee. \$135.00 per month
3. 2 hand wash station rentals with a once per week cleaning and stocking service included on a per monthly fee. \$140.00 per month
4. 1 extra weekly portable toilet cleaning and stocking service for each toilet (13 toilets) from March 2023-December 2023(44 Weeks) on a per monthly fee. \$780.00 per month
5. 1 extra weekly hand wash cleaning and stocking service for each hand wash station (2 Stations) from March 2023- December 2023 (44 Weeks) on a per monthly fee. \$96.00 per month.
6. 12 regular toilets, 1 handicap toilet, and 2 handwash stations must be delivered to Town Square Park and picked up by the end of this bid agreement. \$-0- (Yearly Fee)

Total Yearly Amount \$25,020.00

***Service provided DECEMBER 2022 thru DECEMBER 2023. Toilets and handwash station will be staged at Town Square Park only. Please return this bid sheet to slondon@hattiesburgms.com by 11/23/22 before 5:00pm.**

Thank You



London, Sylvester

From: Le Ann Stevens <stevens@bcleanllc.com>
Sent: Thursday, December 08, 2022 10:37 AM
To: Lewis, Akira; London, Sylvester
Subject: RE: Revised Bid
Attachments: 12-08-22 City of Hattiesburg (revised).pdf

Please see the revised bid attached.

My apologies. The "yearly" just wasn't registering with my brain. Thank you for clearing that up for me!

Le Ann Stevens



From: Lewis, Akira <alewis@hattiesburgms.com>
Sent: Thursday, December 8, 2022 10:27 AM
To: Le Ann Stevens <stevens@bcleanllc.com>
Subject: RE: Revised Bid

It looks like lines 1-7 would be \$3459 per month if you multiply that by 12 for the yearly cost it should be \$41,508 per year. Add in the one time delivery and pick up fee of \$405 which should bring your total yearly cost to \$41,913.

The total yearly amount that you have listed is \$3864.00 which equals up to lines 1 through 5 for a monthly basis plus the one time delivery fee. This would not be the accurate amount for the year.

Give me a call at 601-545-4667 if you need help with this. I know it's a little confusing.

From: Le Ann Stevens <stevens@bcleanllc.com>
Sent: Thursday, December 8, 2022 10:20 AM
To: Lewis, Akira <alewis@hattiesburgms.com>
Subject: RE: Revised Bid

Good Morning,

I'm not understanding what you're needing. The "Total Yearly Amount" line at the bottom was completed on the bid that I sent in on 11-29-22 (see attached). If the form was revised again after that one, I did not receive it.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: VENDOR

FROM: John McLemore, General Manager of Grounds Maintenance

DATE: 11/29/2022

RE: REVISED Portable Toilet and Hand wash Rental Quote

Please submit a quote for the following services:

1. 12 rental portable toilets with a once per week cleaning and stocking service included on a per monthly fee. \$1,240.00 per month
2. 1 handicap portable toilet with a once per week cleaning and stocking service included on a per monthly fee. \$263.00 per month
3. 2 hand wash station rentals with a once per week cleaning and stocking service included on a per monthly fee. \$316.00 per month
4. 1 extra weekly portable toilet cleaning and stocking service for each toilet (13 toilets) from March 2023-December 2023(44 Weeks) on a per monthly fee. \$1,404.00 per month
5. 1 extra weekly hand wash cleaning and stocking service for each hand wash station (2 Stations) from March 2023- December 2023 (44 Weeks) on a per monthly fee. \$216.00 per month.
6. 12 regular toilets, 1 handicap toilet, and 2 handwash stations must be delivered to Town Square Park and picked up by the end of this bid agreement. \$406.00 (Yearly Fee)

Total Yearly Amount \$ 41,913.00

***Service provided DECEMBER 2022 thru DECEMBER 2023. Toilets and handwash station will be staged at Town Square Park only. Please return this bid sheet to slondon@hattiesburgms.com by 11/23/22 before 5:00pm.**

Thank You

**Please note that all units are priced based on a 28-day billing cycle.*

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2300989

ITEM: NIGHT VISION DEVICE

BID #1

WINNING BID

COMPANY LCEO, LLC OWN THE NIGHT

BID

AMOUNT \$10,095.00

BID #2

COMPANY PRO-TECH

BID

AMOUNT \$10,425.00

BID #3

COMPANY _____

BID

AMOUNT _____

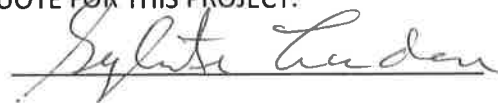
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Vendor 49469
LCEO, LLC
30 MOUNTAINVIEW DRIVE
WATERFORD, NY 12188

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02300989**

Purchase Order Date **12/12/2022**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
518-235-9436	LARRY@OWNTHENIGHT.COM	49469	332	Destiny Jackson	

NOTES

TWO QUOTE NIGHT VISION DEVICE-BYRNE GRANT 2022-HPD
PLEASE EMAIL INVOICE TO DMJACKSON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	L3HARRIS CLIP-ON NIGHT VISION DEVICE ITEM#39115150 QUOTE#5238 GL #: 001100 - 732400	1.0000	EACH	\$10,095.0000	\$10,095.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$10,095.00

Purchase Order Total \$10,095.00


City Clerk

LCEO, LLC Own The Night
30 Mountainview Drive
Waterford, NY 12188
Larry@OwnTheNight.com
www.OwnTheNight.com

Estimate

**ADDRESS**

Destiny McGinty
Hattiesburg Police Department
300 Klondyke St
Hattiesburg, MS 39401

SHIP TO

Destiny McGinty
Hattiesburg Police Department
300 Klondyke St
Hattiesburg, MS 39401

ESTIMATE #

5238

DATE

12/08/2022

SHIP VIA

UPS

EMAIL/PHONE

(601) 545-4506

PRODUCT

39115150-ML006TP, L3Harris M2124 (AN/PVS-24/24A) Clip-On Night Vision Device

QTY

1

UNIT PRICE

10,095.00

AMOUNT

10,095.00

SUBTOTAL

10,095.00

TAX

0.00

TOTAL

\$10,095.00

Accepted By

Accepted Date





PRO-TECH

1313 West Bagley Road • Berea, OH 44017
Toll Free: 800-888-4002 • Local: 440-239-0100
Fax: 440-239-9243
www.protechsales.com

Quote

Date: December 9, 2022 **Quote #:** 22213 **Expires:** 30 days
Department: Hattiesburg Police Dept **ATTN:** Destiny McGinty
Address: 300 Klondyke Dr
City: Hattiesburg **State:** MS **Zip:** 39401
Phone: **Fax:** **E-Mail:** dmjackson@hattiesburg.com

Ship To Location: (if different from above)

Department: **ATTN:**
Address:
City: **State:** **Zip:**

#	Qty	Part Number	Description	Cost Each	Total Cost
1					\$0.00
25	1	39115151-ML006TP	L3 harris Night Vision kit		\$10,425.00
3	1				\$0.00
4					\$0.00
5					\$0.00

Federal Id#: 34-1607042
Delivery: FOB Origin
Quote by: Ed Drellishak
Title: President

E-mail: edrell@protechsales.com

Sub-Total: \$10,425.00
Shipping: \$85.00
Tax:
Total: \$10,510.00

Purchase Order #:			Date:		Exp. Date:
Card Credit Type:		Card #:			Sec Code:
Name on Card:			Billing Address:		
City:		State:	Zip:		

FOR OFFICE USE ONLY:

Source:

To Accept: Please fill out ABOVE information, sign below and fax back.

x _____

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2301016

ITEM: BARRACUDA RENEWAL

BID #1

WINNING BID

COMPANY METRIX SOLUTIONS

BID

AMOUNT \$13,136.75

BID #2

COMPANY CDW-G

BID

AMOUNT \$13,872.00

BID #3

COMPANY _____

BID

AMOUNT _____

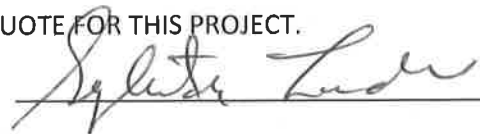
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

1002

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number

02301016

Purchase Order Date

12/14/2022

Department

INFORMATION TECHNOLOGY

FID 64-6000432

Vendor
METRIX SOLUTIONS
1888 MAIN STREET, STE C #117
MADISON, MS 39110

3583

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	LIZBURLESON@PILEUM.COM	3583	2301263	Sherry Brown	

NOTES

TWO QUOTE - BARRACUDA RENEWAL - IT DEPT
EMAIL INVOICE TO SBROWN@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	EMAIL PROTECTION - EMAIL GATEWAY DEFENSE - 12 MONTHS GL #: 001091 - 636500	1.0000	EACH	\$13,136.7500	\$13,136.75

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price

\$13,136.75

Purchase Order Total

\$13,136.75


City Clerk

Products

Item	Description	Price	Qty	Ext. Price
Coverage From December 20, 2022 until December 19, 2023				
BEO001a	Barracuda Cloud Account SN# 1861339	\$0.00	1	\$0.00
EP-EGD-Usr-1M	Email Protection - Email Gateway Defense - Per User - 12 Months SN# 1861339	\$30.91	425	\$13,136.75

Subtotal: **\$13,136.75**



190 E Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



COH - Barracuda Renewal Expiring December 19, 2022 - 2022-9-23

Prepared by:

Metrix Solutions

Harrison Partridge

601-863-0086

Fax 601-510-9718

harrisonpartridge@pileum.com

Prepared for:

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Robert Friend

rfriend@hattiesburgms.com

(601) 545-4561

Quote Information:

Quote #: 054762

Version: 1

Delivery Date: 12/05/2022

Expiration Date: 12/19/2022

Quote Summary

Description	Amount
Products	\$13,136.75
Total:	\$13,136.75

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date





We have prepared a quote for you

**COH - Barracuda Renewal Expiring December 19, 2022 -
2022-9-23**

Quote # 054762
Version 1

Prepared for:

City of Hattiesburg

Robert Friend
rfriend@hattiesburgms.com



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

ROBERT FRIEND,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NCWB105	12/6/2022	BARRACUDA RNWL EMAIL PROTECTIO	267010	\$13,872.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Barracuda E-Mail Protection Email Gateway Defense - subscription license (1	5100	6798939	\$2.72	\$13,872.00
Mfg. Part#: EP-EGD-USR-1M Email Protection, Email Gateway Defense, per User, 1 Month 12/19/22-12/19/23 Electronic distribution - NO MEDIA Contract: Mississippi NVP Software (ADSP016-130652)				

SUBTOTAL	\$13,872.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$13,872.00

PURCHASER BILLING INFO

Billing Address:
CITY of HATTIESBURG
ACCTS PAYABLE
PO Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4513
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF HATTIESBURG
INFORMATION TEC
200 FORREST ST FL 1
HATTIESBURG, MS 39401-3451
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Monica Liwag | 800.808.4239 | monica.liwag@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$13,872.00	\$389.66 / Month	\$13,872.00	\$445.15 / Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 3, 2023
Re: Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
File Number: 2023-14
Minute Book #

Summary

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}

Recommendation Statement

I recommend approval of this item.

Please place this on the January 3, 2023 City Council meeting for consideration.

**CITY OF HATTIESBURG
DEPARTMENT OF URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION**

**INSTRUCTIONS TO RESPONDENTS FOR CDBG AND HOME
PROGRAM SERVICES**

BID FORM

PROPOSAL FOR: Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2025 for the Department of Urban Development - Community Development Division.

Statements of Qualifications will be received until 10 a.m. **Thursday, February 2, 2023**, in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403-1898. SOQs will be opened beginning at 10 a.m., **Thursday, February 2, 2023**.

For questions or clarifications, respondents should contact:

City Clerk
P. O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 545-4552

The undersigned Respondent agrees to comply with and provide the following services to the City of Hattiesburg:

Respondent shall furnish contracting or construction services associated with CDBG housing rehabilitation, HOME housing rehabilitation, CDBG Emergency Repair, HOME Reconstruction and related activities.

Successful respondents shall furnish and supervise any personnel needed to perform any necessary activities related to said services.

Successful respondents shall furnish all tools and equipment necessary to perform said services. Respondents shall provide a detailed equipment list as part of the QEC Application and Checklist.

Respondents must be licensed contractors with the State of Mississippi and the City of Hattiesburg by the deadline for submitting qualifications and must provide all the information indicated on the attached QEC Application and Checklist.

Responses will be reviewed by committee. Incomplete responses, failure to provide minimally required information, or evidence of ineligibility will result in a finding of non-qualification. For the respondents

with completed applications that meet basic eligibility requirements, the committee will check references and review examples of work for work standards and quality of workmanship.

Successful respondents will be placed on a list of Qualified Eligible Contractors for the City's CDBG and HOME programs. For each related residential rehabilitation, repair or reconstruction project, contractors must submit bids based on a work write-up completed by the Department of Urban Development - Community Development Division staff. Only contractors on the list of Qualified Eligible Contractors may bid on these CDBG and HOME projects.

If there is no available contractor from the list, the City may use some other objective method of identifying contractors to complete the various related projects. Further, the City may use an alternative objective method of selecting contractors from the established list of QECs.

Successful respondents agree to comply with all federal, state, and city laws in performing the work contracted or assigned as a result of being placed on the City's list of QECs.

Successful respondents shall coordinate all work and related activities with the City's Department of Urban Development – Community Development Division. **Contractors must perform work as written on work write-ups. Changes to work write-ups will be made only by permission of Community Development staff. Any additional work completed without prior permission and proper inspection by Community Development staff will not be eligible for Change Order.**

Successful respondents agree to hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from participation in its CDBG and HOME programs.

It is understood that contractors may be removed from the list of QECs for failure to comply with terms and conditions herein or any other violation of any federal, state or local law and/or regulation.

Respondents shall provide all company information identified on the attached form and must include all required supporting documentation where requested.

NAME OF COMPANY

STREET/P.O. BOX ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER (DAY AND NIGHT)

FAX NUMBER

DATE OF BID

COMPANY OFFICIAL'S NAME & TITLE

COMPANY OFFICIAL'S SIGNATURE

SOCIAL SECURITY OR EMPLOYER ID NUMBER

DUNS NUMBER (required)

OFFICIAL'S SIGNATURE – I hereby acknowledge receipt of all bid instructions and agree, if selected, to abide by all program guidelines. I additionally acknowledge that *Housing Rehabilitation/Reconstruction and Housing Repair Grants Program Manual (Amended April 2022)* has been made available as a public record through the City of Hattiesburg's City Clerk's Office, and I am fully prepared to abide by the guidelines, policies, and procedures contained therein.

**APPLICATION FOR ELIGIBILITY FOR QUALIFIED
CDBG/HOME PROGRAM GENERAL CONSTRUCTION CONTRACTOR**

General Construction Contractors/Remodelers who are interested in participating in CDBG/HOME Programs should answer the questions below and submit the information as noted.

By completing this application and providing the information requested it is understood that any/all information will be verified and references will be checked.

Date of application: _____

1. Name of Company: _____

Name of owner/owners: _____

Address: _____

Telephone No. _____ Fax No: _____ E-mail address: _____

Name of Responsible Individual: _____

Address: _____

Telephone No: _____ Fax No: _____ E-mail address: _____

2. Have you ever been or are you currently an employee of the City of Hattiesburg? _____

If yes, please give the date(s) of employment _____

3. Please list all major equipment owned by you or your company.

- [illegible]

- A. Subcontractor Information (Please provide three subcontractor references).
1. Name of Subcontractor: _____
- Type of work Subcontractor Performs: _____
- Address: _____
- _____
- Telephone: _____ Fax: _____

2. Name of Subcontractor: _____

Type of work Subcontractor Performs: _____

Address: _____

Telephone: _____ Fax: _____

3. Name of Subcontractor: _____

Type of work Subcontractor Performs: _____

Address: _____

Telephone: _____ Fax: _____

B. Material Suppliers (Please provide two material supply references).

1. Name of Supplier: _____

Address: _____

Telephone: _____ Fax: _____

Type of Supplies: _____

2. Name of Supplier: _____

Address: _____

Telephone: _____ Fax: _____

Type of Supplies: _____

C. *Prior Job References:

1. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

2. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

3. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

*Note: If no local jobs, please provide copies of pictures of prior jobs for our file.

CONTRACTOR'S APPLICATION CHECKLIST

Please include the following information with your application:

- ☐ Copy of Privilege Tax License
- ☐ Copy of State Contractor's License
- ☐ Copy of Liability Insurance
- ☐ Completed Permit Authorization Form (attached)
- ☐ Copy of Performance and Payment Bond, if applicable
- ☐ Copy of Workmen's Compensation **OR** a letter from your insurance agent that your company is not required to carry Workmen's Compensation Insurance

Applicant should NOT assume that previous submission of this information to the Department of Urban Development Community Development Division or any other city department is acceptable. Failure to include all requested documentation accompanying this application will constitute an incomplete application, and will be denied.

AUTHORIZATION FOR RELEASE OF INFORMATION

By my signature below I authorize the release of information by all subcontractors, references and others from the information supplied herein to the City of Hattiesburg Department of Urban Development – Community Development Division.

Company Name

Authorized Representative Signature

Printed Name of Authorized Signatory

Date

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., **Thursday, February 2, 2023**, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2025 for the Department of Urban Development – Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 554-1006.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – Qualified Eligible Contractors" and the DATE OF BID OPENING ("Thursday, February 2, 2023").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 3rd day of January 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, January 12, 2023, Thursday, January 19, 2023



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, January 3, 2023
Re: Approve the sale of grave spaces, per attached memo's, receipts, and deeds.
File Number: 2023-15
Minute Book #

Summary

Approve the sale of grave spaces, per attached memo's, receipts, and deeds.

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the January 3, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

LeRoy Barnes

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 35, Section 34, Highland Cemetery

Beverly Wallace

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 121, Section 39, Highland Cemetery

Sharon Duncan Allen

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 88, Section 39, Highland Cemetery

Queen Bounds

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 100, Section 38, Highland Cemetery

John & Shirley Clayton

(2) Spaces \$ 300.00

Southeast Quarter (SE ¼)

Lot 77, Section 1, South Hill Cemetery

Mattie A. Wyatt

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 34, Section 34, Highland Cemetery

Gwenevere Pugh

(1) Space \$ 150.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 87, Section 1, South Hill Cemetery

Gwenevere Pugh

(2) Spaces \$ 300.00

Southwest Quarter (SW ¼)

Lot 87, Section 1, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-13- 2022

SOLD TO:

Mr. Mrs. Miss John & Shirley Clayton

ADDRESS 204 North 18th Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ Lot No. 77 Section No. 1 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 1309

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-15- 2022

SOLD TO:

Mr. Mrs. Miss Queen Bounds

ADDRESS 1014 Atlanta St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE Lot No. 100 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

card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-15- 2022

SOLD TO:

Mr. Mrs. Miss Gwenivere Pugh

ADDRESS 209 Sheeplo Loop Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 87 Lot No. 1 Section No. 1 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK#3018

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-15- 2022

SOLD TO:

Mr. Mrs. Miss Gwenivere Pugh

ADDRESS 209 Sheeplo Loop Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

W SE 87 Lot No. 1 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK#3018

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-16- 2022

SOLD TO:

Mr. Mrs. Miss Mattie A. Wyatt

ADDRESS 22316 General Newton Ave Baton Rouge, LA 70510

desires to purchase the grave space described below, subject to Cemetery regulations.

N NE 34 Lot No. 34 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/12/ 2022

SOLD TO:

Mr. Mrs. Miss LeRoy Barnes

ADDRESS 11280 Three Rivers Rd, Gulfport, MS 39503

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 35 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

clerk by: Riemann Family Funeral Home By Deborah Belune
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/09/ 2022

SOLD TO:

Mr. Mrs. Miss Beverly Wallace

ADDRESS 1306 Blairwood Court, Atlanta GA 30331

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 121 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

Debit Card

By Deborah Belune
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-12- 2022

SOLD TO:

Mr. Mrs. Miss Sharon Duncan Allen

ADDRESS 42 Wynn Ellis Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 58 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

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 Beverly Wallace, 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 121 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 3rd day of January, 2023.

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 3rd day of January, 2023.

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 Leroy Barnes., 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 35 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 3rd day of January, 2023.

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 3rd day of January, 2023.

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, Sharon Duncan Allen, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 88 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 3rd day January, 2023.

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 3rd day of January, 2023

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 THREE HUNDRED AND NO/100 Dollars (\$300.00), 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 & Shirley Clayton, 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 (SE¹/₄)

Lot Number: 77

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Two (2) 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 3rd day of January, 2023.

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 3rd day of January 2023.

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 Queen Bounds., 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 100 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 3rd day of January, 2023.

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 3rd day of January, 2023.

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 Mattie W. Wyatt, 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 34 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 3rd day of January, 2023.

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 3rd day of January, 2023.

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 Gwenevere Pugh, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southeast Quarter (SE¼)

Lot Number: 87

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of January, 2023.

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 3rd day of January, 2023.

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 THREE HUNDRED AND NO/100 Dollars (\$300.00), 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 Gwenevere Pugh, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number: 87

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) 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 3rd day of January, 2023.

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 3rd day of January 2023.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, January 3, 2023
Re: Approve claims docket for the period ending December 30, 2022.
File Number: 2023-16
Minute Book #

Summary

Recommendation Statement

Please place this on the January 3, 2023 City Council meeting for consideration.