



**Tuesday, January 17, 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. **2023-24** Approve the minutes for the January 3, 2023 meeting of the City Council.
2. **2023-30** Void lease between the City of Hattiesburg and Allied Enterprises of Hattiesburg, Mississippi, a division of the Mississippi Department of Rehabilitation Services, dated January 28, 1989.
3. **2023-31** Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 18 JM Tatum Drive, Parcel # 2-041I-34-013.00, and authorize sale and execution of a Special Warranty Deed to Frozen Food Processors, LLC, in the amount of \$695,000.00 in accordance with 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same.
4. **2023-21** 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.
5. **2023-33** Adopt a Resolution authorizing submission of grant application to the Mississippi Municipal and County Water Infrastructure (MCWI) Program and authorize the city's representative to execute application.
6. **2023-19** Approve or Deny a petition filed by Andy Stetelman, owner, and Robert St. John, applicant, requesting a variance from section 5.4.36.4, which states: "no part of the active use area of a drive-through restaurant, including the drive-through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use" and instead allow for a distance of 80 feet for a variance of 220 feet

for the property located at 3207 Hardy Street (Ward 1). The Board of Adjustment Recommended to Approve on January 4th, 2023.

7. **2023-20** Approve or Deny a petition has been filed by Andy Stetelman, owner, and Robert St. John, applicant requesting a variance for a facility requiring ten (10) spaces and instead allow for five (5) total stacking spaces for a variance of five (5) stacking spaces for the property located at 3207 Hardy Street (Ward 1). The Board of Adjustment recommended to approve on January 4th, 2023.
8. **2023-32** Approve an Agreement between the City of Hattiesburg and Community Bank, Lucious E. Middleton, Jr., and MIDCO, LLC, related to roads and infrastructure located within Augusta Court Subdivision pertaining to roadway and infrastructure acceptance by the City for regular maintenance and access to the Longleaf Trace and authorize the Mayor to execute the same.
9. **2023-17** Approve Lighting Agreement with Mississippi Power Company for additional lighting on Hemphill Street for a monthly cost of \$16.36, and authorize the Mayor to execute the same.
10. **2023-22** 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.
11. **2023-23** Approve a Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate. {Entitlement}
12. **2023-18** Acknowledge receipt of the proposal received December 22, 2022 in response to the RFP for consultant services to create the 2023-2027 Consolidated Plan and 2023 Annual Action plan and accept the proposal submitted by Grace Aaron Development Consultant and authorize the Mayor to execute the contract.

ROUTINE AGENDA

1. **2023-28** Acknowledge receipt of proposals received on December 29, 2022 for the two (2) Year Depositories and accept all proposals received.
2. **2023-25** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
3. **2023-26** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

4. 2023-27 Approve claims docket for the period ending January 13, 2023.

In Memoriam:

- Mr. Carlos Woodard
- Mrs. Catherine Ann Crapps
- Ms. Wanda Nell Hill Woods

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, January 17, 2023
Re: Void lease between the City of Hattiesburg and Allied Enterprises of Hattiesburg, Mississippi, a division of the Mississippi Department of Rehabilitation Services, dated January 28, 1989.
File Number: 2023-30
Minute Book #

Summary

Void lease between the City of Hattiesburg and Allied Enterprises of Hattiesburg, Mississippi, a division of the Mississippi Department of Rehabilitation Services, dated January 28, 1989.

Recommendation Statement

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

Please place this on the January 17, 2023 City Council meeting for consideration.

LEASE AGREEMENT

MAR 04 1989

THIS LEASE AGREEMENT made and entered into this the 28th day of February, 1989, by and between the City of Hattiesburg, Mississippi, (hereinafter referred to as Lessor), and Allied Enterprises of Hattiesburg, Mississippi Vocational Rehabilitation Services, a division of the Mississippi Department of Rehabilitation Services (hereinafter referred to as Lessee). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires singular or plural, the heirs, legal representatives, successors, and assigns of the respective parties.

WHEREAS, the City of Hattiesburg is desirous of promoting economic development and opportunities for its citizens; and

WHEREAS, the Lessor wants to ensure continued employment for its citizens as well as meet the needs of business within the Hattiesburg area for qualified employees; and

WHEREAS, Allied Enterprises of Hattiesburg provides rehabilitation services which include, work assessment, vocational counseling, employability skills training, work experience and job placement which will meet the needs of approximately ten thousand citizens with mental and/or physical disabilities residing in the Hattiesburg area, with the intent of providing employment in the local labor market as the primary objective; and

WHEREAS, Allied Enterprises of Hattiesburg pays wages to persons with disabilities while providing rehabilitation services which provides spendable income to persons who have been removed from or are unable to enter the labor market due to the results of their disability; and

WHEREAS, Allied Enterprises of Hattiesburg places persons with disabilities into employment in the local labor market upon successful completion of their rehabilitation program thereby meeting the needs of local employers for qualified personnel and assisting persons with disabilities in the Hattiesburg area to gain or regain the status of a tax contributor rather than a benefactor thereby increasing the per capita income plus tax base for the local geographic area of Hattiesburg; and

WHEREAS, Allied Enterprises of Hattiesburg engages in sub-contract or prime manufacturing operations to provide the work experience needed to persons with disabilities thereby resulting in the purchase of goods as well as services from local vendors providing an economic benefit to the City of Hattiesburg; and

WHEREAS, all of the aforementioned factors combine to promote the general welfare and good of citizens with disabilities in the Hattiesburg area thereby fulfilling a public purpose.

NOW, THEREFORE, in consideration of the rental, covenants and conditions hereinafter stipulated to be paid and performed by lessee, lessor does hereby demise and let unto

lessee and lessee does hereby accept and let from lessor, the following described property in the City of Hattiesburg, County of Forest, Mississippi described as follows, to-wit:

A part of Lots 1, 2, and 3, Unit 1 of the Hattiesburg Industrial Park in the City of Hattiesburg, County of Forest, State of Mississippi, and being more particularly described as commencing at the SE Corner of said Lot 1 and thence run S89 deg. 52' 40" E along the North ROW line of John Merle Tatum Industrial Drive for 300 feet to and for the Point of Beginning, thence continue S89 deg. 52' 40" E along the North ROW line of said Drive for 475 feet, thence run N02 deg. 27' 09" W for 367.5 feet, more or less, to a point on the North line of Lot 3, thence run S89 deg. 50' 17" W along the North Line of Lots 3, 2, and 1 for 475 feet, thence run S02 deg. 24' 37" E for 365.05 feet to the Point of Beginning, and comprising 4 acres, more or less.

The building to be erected on said above described property will consist of approximately 30,000 square feet.

Section 1. The primary term of this Lease shall be for fifteen (15) years, commencing on 11/1/1989, and ending at 12:00 midnight on 10/31/2004.

Section 2. The Lessee agrees to pay rental in the amount not to exceed \$8,000 per month to the Lessor for the demised premises, pursuant to the following described terms and conditions. This Lease Agreement is contingent upon the issuance of general obligations bonds by the city and if said bonds are unable to be issued then this Lease Agreement is to have no legal effect among the parties, and is null and void.

In the event that construction and finance costs are less than \$8,000 per month then rental will be reduced accordingly not to exceed actual costs.

Section 3. The premises and the improvements made thereto shall be tendered by the city to the Lessee no later than sixty (60) days after the completion of the improvements to the premises.

Section 4. The Lessee shall have, hold and use the demised premises for the purpose of conducting the training activities of Allied Enterprises of Hattiesburg - a transitional rehabilitation workshop for the disabled.

Section 5. Lessee shall furnish and pay for, as and when do, all utilities consumed and used on the demised premises, such as electricity, gas, water, sewer and all other public utilities of every nature, kind and description used in the said premises.

Section 6. Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. Lessee shall be responsible for all janitorial services.

Section 7. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail as follows:

TO LESSOR: MAYOR
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI 39401

TO LESSEE: ALLIED ENTERPRISES OF HATTIESBURG
VOCATIONAL REHABILITATION SERVICES
POST OFFICE BOX 1698
JACKSON, MISSISSIPPI 39215-1698

Section 8. It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rental is conditional on the receipt of Federal and State Funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Lessee's staff or need for office space, the Lessee's obligation for the payment of rental shall be diminished in proportion to the reduction in the office space without penalty or interest. As a condition precedent to the reduction of rental paid by Lessee herein, the Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space necessitated by the discontinuance or decrease in Federal and/or State funds.

Section 9. It is distinctly understood and agreed by and between the parties hereto that in the event office space becomes available to the Lessee herein in any state/owned building, the Lease shall be terminated within thirty (30) days from and after the date of written notice of termination of said Lease by the Lessee to the Lessor pursuant to Section 7.

Section 10. Lessee shall not, without the previous consent in writing of the Lessor, assign this Lease or sublet the whole or any part of the demised premises or permit the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld.

Section 11. Lessor agrees to keep the building improvements erected on the demised premises against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi.

Lessee agrees to provide liability insurance in the amount of \$500,000 and provide a certificate verifying such to Lessor.

Section 12. The Lessor will be responsible for all major repairs over the amount of Five Hundred Dollars (\$500.00) and the Lessee agrees to be responsible for all minor repairs under Five Hundred Dollars (\$500.00). The Lessor shall be responsible for maintenance and repair to structure walls and roof of the demised building.

Section 13. At the expiration of the tenancy hereby created and any extended terms thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted.

Section 14. Should the demised premises be totally or substantially destroyed by fire, the elements or otherwise, so to render the demised office building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period

hereof. Lessee shall have no obligation to pay rent of any nature so long as the demised office building is untenable.

Section 15. Failure on the part of the Lessee to pay any installment of rent as above set out as and when the same becomes due and payable, or failure of Lessee promptly and faithfully to keep and perform each and every covenant agreed and stipulated herein on the part of the Lessee to be kept and performed, shall at the option of the Lessor cause a forfeiture of this Lease.

Nothing contained in the foregoing paragraph shall be construed to waive either party's right to cancel this Lease in event of any forfeiture or breach on the part of the other party hereto, all of which rights of cancellation are herein specifically reserved.

Prior to a declaration of forfeiture for default in payment of rent or additional rent, Lessor shall give to Lessee a notice in writing thirty (30) days prior thereto in the manner provided for by Section 7 hereof, during which time Lessee may purge itself on the grounds of forfeiture by paying such rent.

As to default by Lessee in performing covenants other than for payment of rent prior to a declaration of forfeiture, Lessor shall give to Lessee a notice in writing thirty (30) days prior thereto in the manner provided for by Section 7 during which time Lessee may purge itself on the grounds of forfeiture by curing the stated grounds of forfeiture within such thirty (30) days or within such longer terms as may be reasonably necessary to cure such defect.

Section 16. Lessor shall pay during the term of this Lease and any extended term hereof, all State, County and City ad valorem taxes and special assessments assessed against the property here demised, unless otherwise agreed to in a later section of this Lease, excluding any such taxes as may be assessed against Lessee's fixtures and equipment used in said demised premises.

Section 17. Lessor covenants that the Lessee, on paying the rent herein reserved and performing the covenants and agreements hereof, shall peaceably have, hold, and enjoy the demised premises, and all rights, easements, and privileges belonging or otherwise pertaining thereto, during the full term of this Lease, and any extension thereof.

Section 18. Lessor will provide parking areas sufficient for the operation of said agency on the leased premises, without additional cost to Lessee. Lessor will maintain such parking lot throughout the term of this Lease and any extension thereof in a serviceable condition. Lessee agrees to keep all parking areas provided to Lessee clean and free of trash and debris.

Section 19. This Lease will not become valid and binding until approved in writing by the Office of General Services and the Public Procurement Review Board. No amendment to or modification of this Lease shall become valid and binding until approved in writing by the Office of General Services and the Public Procurement Review Board.

Section 20. Lessor hereby grants to Lessee the right and option to extend this Lease for any additional terms the Lessee so desires commencing at the expiration of the

original term, provided however that said extensions will be rent free, at no additional cost to said Lessee. All other terms and conditions set out herein shall be in effect during the term of the extensions.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in triplicate originals on the date hereinabove set forth.

LESSEE:

ALLIED ENTERPRISES
OF HATTIESBURG,
VOCATIONAL REHABILITATION
SERVICES-DEPARTMENT OF
REHABILITATION SERVICES

BY: Morris Selby

STATE OF MISSISSIPPI
COUNTY OF HINDS

SWORN TO AND SUBSCRIBED BEFORE ME, this the 28th day
of FEBRUARY, 1989.

Charles E. Daley
NOTARY PUBLIC
My Commission Expires July 31, 1989

LESSOR:

CITY OF HATTIESBURG

BY: A. D. Williams

STATE OF MISSISSIPPI
COUNTY OF HINDS

SWORN TO AND SUBSCRIBED BEFORE ME, this the 28th
day of FEBRUARY, 1989.

Charles E. Daley
NOTARY PUBLIC
My Commission Expires July 31, 1989



**Mississippi Department of
Rehabilitation Services**

Providing the freedom to live

Copies: Brent Jones
Harry Wheeler

October 28, 2004

**The Honorable Johnny L. Dupree
Mayor of Hattiesburg
P.O. Box 1898
Hattiesburg, Ms 39403**

Re: Lease # 725-181-2004A

Dear Mayor DuPree:

The lease agreement between The City of Hattiesburg and the Mississippi Department of Rehabilitation Services has an option that allows for an extension for any additional terms the Lessee so desires. We intend to exercise this option in Section twenty of the lease # 725-181-2004A, to extend the lease on the property located at J. M. Tatum Industrial Drive, Hattiesburg, MS for an additional Twenty-Five years.

We would also request that the title be conveyed to the Mississippi Department of Rehabilitation Services at the expiration date or an option to extend the lease twenty-five years at the same terms.

The other terms will remain the same, provided however, pursuant to Section twenty; there will be no monthly rent payment.

The twenty-five year extension will begin November 1, 2004 and expire on October 31, 2029.

If you have any questions, please call me at 853-5151.

Sincerely,

**Tommy Browning
Director, Administrative Services**

RECEIVED
Office of Voc Rehab
OCT 28 2004
Kathy Robbins, Director
Client Services

Cc: Mike McGee, H.S. McMillan, Charles Lawrence, Joe Townsend

NOV - 8 2004



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, January 17, 2023
Re: Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 18 JM Tatum Drive, Parcel # 2-0411-34-013.00, and authorize sale and execution of a Special Warranty Deed to Frozen Food Processors, LLC, in the amount of \$695,000.00 in accordance with 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same.
File Number: 2023-31
Minute Book #

Summary

Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 18 JM Tatum Drive, Parcel # 2-0411-34-013.00, and authorize sale and execution of a Quit Claim Deed to Frozen Food Processors, LLC, in the amount of \$695,000.00 in accordance with 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same.

Recommendation Statement

I recommend this item be place on the Council agenda for consideration.

Please place this on the January 17, 2023 City Council meeting for consideration.

Prepared by, record and return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: Lots 1, 2, 3 of Unit 1 of the
Hattiesburg Industrial Park, City of Hattiesburg, Forrest
County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10) cash in hand paid,
and other good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, the undersigned **GRANTOR**,

THE CITY OF HATTIESBURG, MISSISSIPPI
A Municipal Corporation
P. O. Box 1898
Hattiesburg, MS 39403
(601) 545-4500

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

FROZEN FOOD PROCESSORS, INC.
A Mississippi Corporation

Phone: _____

the following described real property, lying and being situate in Forrest County, Mississippi,

described as follows, to-wit:

(SEE EXHIBIT “A” ATTACHED)

The above special warranty and this conveyance are made subject to any and all easements for public road and utilities as presently laid out, constructed or in use, and also to all private easements, covenants and restrictions.

Subject to those certain Covenants filed 4/7/1989 at Book 615, Page 14; filed 2/17/2000 at Book 836, Page 166; and filed 10/1/2015 at Book 1213, Page 257 as Inst. 739669.

Subject to any matters shown on the map or plat of Hattiesburg Industrial Park Subdivision, Unit 1, including, but not limited to, a 15’ utility easement.

Taxes for 2021 shall be pro-rated between grantors and grantees as of the date of this instrument.

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

CITY OF HATTIESBURG

By: _____
TOBY BARKER, MAYOR

ATTESTED BY:

KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

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

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF FORREST

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

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

Exhibit "A"

A part of Lots 1, 2, and 3, Unit 1 of the Hattiesburg Industrial Park in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SW Corner of said Lot 1 and thence run S89 deg. 52' 40" E along the North ROW line of John Merle Tatum Industrial Drive for 300 feet to and for the Point of Beginning, thence continue S89 deg. 52' 40" E along the North ROW line of said Drive for 475 feet, thence run N02 deg. 27' 09" W for 367.5 feet, more or less, to a point on the North line of Lot 3, thence run S89 deg. 50' 17" W along the North line of Lots 3, 2, and 1 for 475 feet, thence run S02 deg. 24' 37" E for 365.05 feet to the Point of Beginning, and comprising 4 acres, more or less.

JACKSON, TULLOS & ROGERS, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

City of Hattiesburg, Mississippi
c/o Ann Jones (via email: annjones@hattiesburgms.com)

Re: Title examination and opinion relating to the property owned by the City of
Hattiesburg, located in Forrest County, Mississippi

Dear Ann:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than fifty (50) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

See Exhibit "A," attached hereto and made a part hereof for all purposes

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be vested in **THE CITY OF HATTIESBURG, MISSISSIPPI**, subject to the following exceptions:

1. Subject to that certain Judgment Approving, Ratifying and Confirming the Enlargement of the Boundaries of the City of Hattiesburg, Mississippi, filed 8/23/1982, at Book 515, Page 468.
2. Subject to those certain Covenants filed 4/7/1989, at Book 615, Page 14; filed 2/17/2000, at Book 836, Page 166; and filed 10/1/2015, at Book 1213, Page 257 as Inst. 739669.
3. Subject to any matters shown on the map or plat of Hattiesburg Industrial Park Subdivision, Unit 1, including, but not limited to, a 15' utility easement.
4. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
5. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This

certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

6. Rights or claims of parties in possession not shown by public records.
7. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **The City of Hattiesburg, Mississippi**, and the liability of the undersigned attorney extends only to the said City of Hattiesburg. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **December 6, 2022**, at **8:00** o'clock a.m., which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **THE CITY OF HATTIESBURG, MISSISSIPPI** is the record owner of a good and marketable title in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC

/s/ G. Neil Rogers

G. Neil Rogers

Signed electronically in his absence to avoid delay

GNR/mb

Exhibit "A"

A part of Lots 1, 2, and 3, Unit 1 of the Hattiesburg Industrial Park in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SW Corner of said Lot 1 and thence run S89 deg. 52' 40" E along the North ROW line of John Merle Tatum Industrial Drive for 300 feet to and for the Point of Beginning, thence continue S89 deg. 52' 40" E along the North ROW line of said Drive for 475 feet, thence run N02 deg. 27' 09" W for 367.5 feet, more or less, to a point on the North line of Lot 3, thence run S89 deg. 50' 17" W along the North line of Lots 3, 2, and 1 for 475 feet, thence run S02 deg. 24' 37" E for 365.05 feet to the Point of Beginning, and comprising 4 acres, more or less.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the parcel at 18 JM Tatum Drive, better identified by PPIN 33387 and county parcel number 2-041I-34-013.00, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

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

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 17th day of January, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 17th day of January, 2023.

ATTEST:

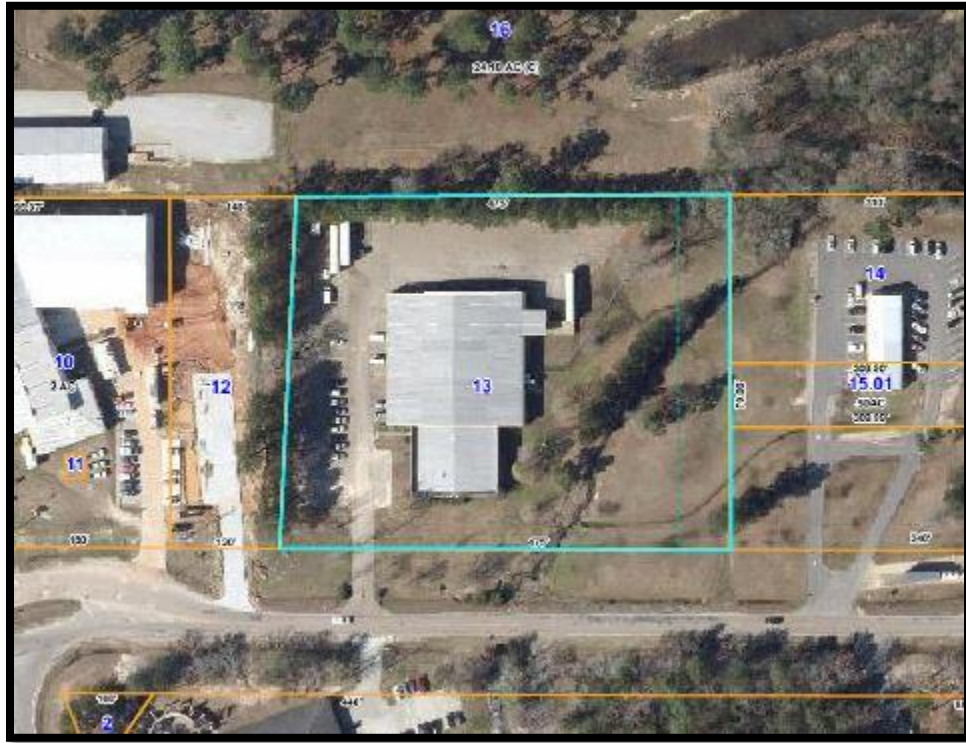
ADOPTED:

CITY CLERK

MAYOR

APPRAISAL REPORT

Commercial Building
Located at 18 JM Tatum Industrial Drive,
Hattiesburg, Forrest County, Mississippi 39401



PREPARED FOR:

City of Hattiesburg
c/o Ann Jones, Chief Administrative Assistant
Post Office Box 1898
Hattiesburg, MS 39401

AS OF:

January 7th, 2021

PREPARED BY:



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRAISER@GMAIL.COM

February 2nd, 2021

City of Hattiesburg
c/o Ann Jones, Chief Administrative Assistant

Ms. Jones:

RE: *Appraisal of an office/warehouse building located at 18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401*

Thank you for the opportunity to provide appraisal services. Based on our agreement with you, we have performed an appraisal and reported our findings in this Appraisal Report. This report is intended to comply with the reporting requirements under Standards Rule 2.2(a) of the Uniform Standards of Professional Appraisal Practice.

The subject of this report is located at 18 JM Tatum Industrial Drive, in Hattiesburg, Mississippi. The site area contains +/-4.35 acres and is improved with a 28,270 sf office/warehouse building. The building is occupied by Mississippi Department of Rehabilitation Services d/b/a Ability Work's. It is our understanding, a lease agreement is not in place.

The purpose of the appraisal is to develop an opinion of market value of the fee simple interest in the property as of the effective date of the appraisal, January 7th, 2021.

Market Value Conclusion - "As Is"
\$750,000
Seven Hundred Fifty Thousand Dollars

The narrative appraisal report that follows sets forth the identifications of the property, the assumptions and limiting conditions, pertinent data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

Respectfully submitted,

Gerald Collins
State Certified General
Real Estate Appraiser, GA-35

Zachary H. Fairley
State Licensed Real Estate
Appraiser, LA-1868

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- ✔ The statements of fact contained in this report are true and correct.
- ✔ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ✔ We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ✔ We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✔ Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✔ The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- ✔ Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✔ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition*.
- ✔ Zachary Fairley has made a personal inspection of the property that is the subject of this report. Gerald Collins did not inspect the property.
- ✔ No one provided significant real property appraisal assistance to the persons signing this certification.
- ✔ Our analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- ✔ We have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income,

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

- ✔ It is our opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.
- ✔ We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
- ✔ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ✔ As of the date of this report, we have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.
- ✔ As of the date of this report, I have completed the continuing education program for Practicing Affiliates of the Appraisal Institute.
- ✔ We have not relied on the work of others if we have a reasonable doubt that the work is credible.
- ✔ We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

It is our opinion the market value of the property described herein, as of January 7th, 2021 is:

Market Value Conclusion - "As Is"
\$750,000
Seven Hundred Fifty Thousand Dollars

Respectfully submitted,



Gerald Collins
State Certified General
Real Estate Appraiser, GA-35



Zachary H. Fairley
State Licensed Real Estate
Appraiser, LA-1868

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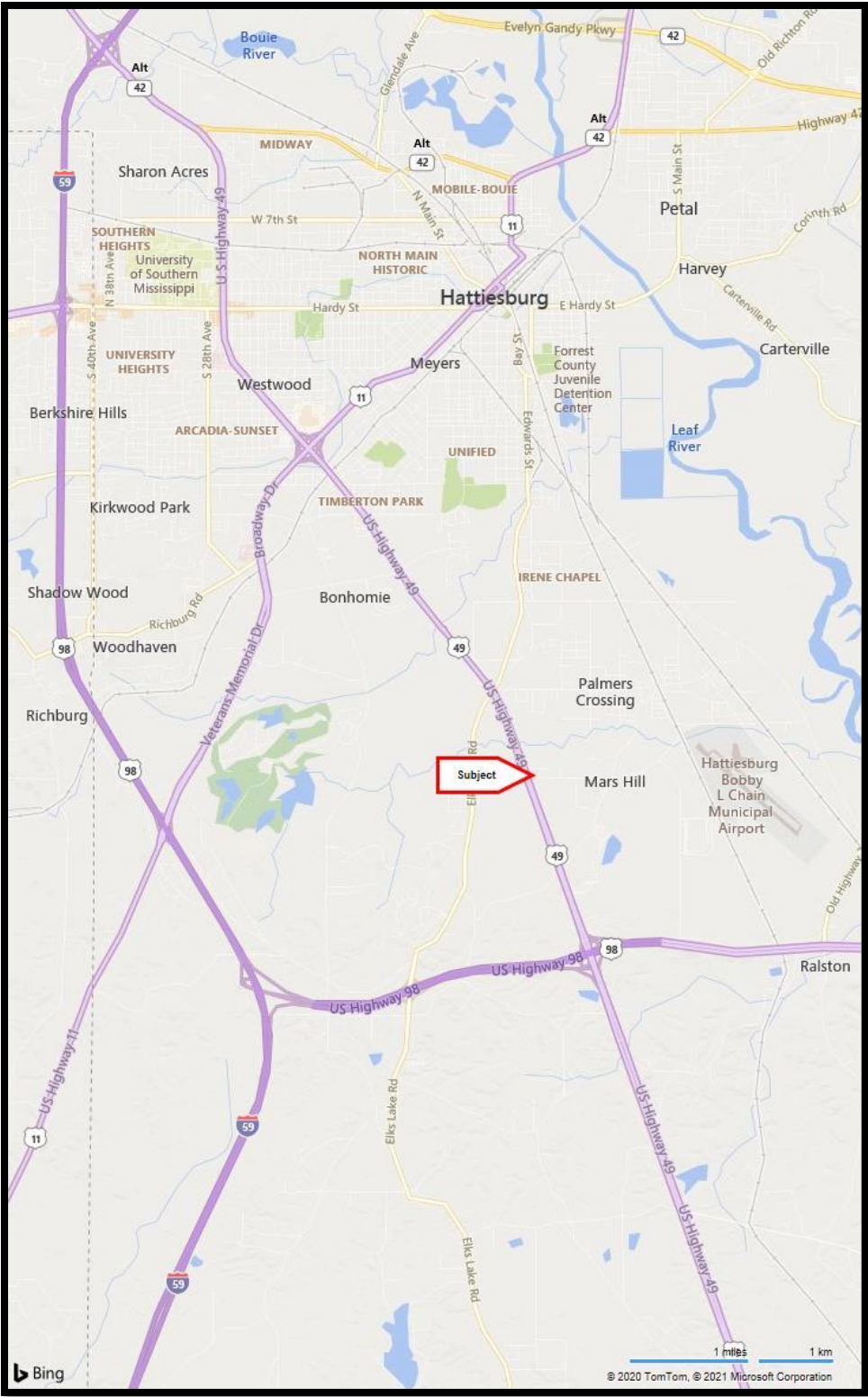
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18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401



18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Summary of Salient Facts and Conclusions	
Property Name	Ability Work's
Property Address	18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401
Property Location	The property is located in the Hattiesburg Industrial Park.
Property Tax Identification Number(s)	2-0411-34-013.00
Owner of Record	City of Hattiesburg
Date of the Report	February 2 nd , 2021
Effective Date of the Appraisal	January 7 th , 2021
Property Rights Appraised	Fee Simple
Land Area	4.35 Acres, more or less The site size was taken from the Forrest County Tax Assessor's records. If provided a survey indicating a different acreage, we reserve the right to alter our value.
Gross Building Area	28,270 Square Feet
Building Size Net Rentable	28,270 Square Feet
Occupancy	The property is occupied by Mississippi Department of Rehabilitation Services d/b/a Ability Work's, Inc. The owner stated an active lease agreement is not in place as of the effective appraisal date.
Year Built	1990
Improvements	Improvements consist of an office/warehouse building containing 28,270 square feet (GBA). The interior layout consists of +/-8,872 sq. ft. of finished office area with the remaining +/-19,398 sq. ft. of warehouse space. Approximately 22,265 sq. ft or 79% of the building is heated and cooled. There is also a 1,127 sq. ft. covered concrete loading dock on the northeast corner of the building with a dock height of 4 feet. A detailed description of the improvements can be found later in this report.
Effective Age of Building(s)	25 Years
Total Economic Life	50 Years
Remaining Economic Life	25 Years
Zoning Designation	I-1; Light Industrial

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Highest and Best Use as Vacant	Industrial/Commercial
Highest and Best Use as Improved	Office/Warehouse Distribution Facility
Estimated Exposure Time and Marketing Period	12-18 Months
Market Value Conclusions	"As Is"
Land Value	\$195,000
Sales Comparison Approach	\$760,000
Income Approach	\$736,000
Final Value Conclusion	\$750,000

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of market value of the fee simple interest. The effective date of the report is January 7th, 2021. The appraisal is valid only as of the stated effective date or dates.

Market Value

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

² Definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Intended Use/Client and Intended User(s)

The intended use of the appraisal is for portfolio management purposes. The client and intended user of this report is the City of Hattiesburg in care of Ann Jones, Chief Administrative Assistant. The appraisal is not intended for any other use or user. No party or parties other than the City of Hattiesburg may use or rely on the information, opinions, and conclusions contained in this report. It is our understanding that the intended user of the report is the City of Hattiesburg, the client. The definition of market value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment. The appraisers have previously provided consultation and value opinion for industrial and warehouse properties similar to the subject in the local market area.

Interest Appraised

- **Fee Simple Interest** is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Effective Date of Value

January 7, 2021

Date of Report

February 2, 2021

Scope of Work

Scope of work is the most critical decision an appraiser will make in performing an assignment. Solving an appraisal problem involves three steps:

1. Identifying the problem
2. Determining the solution (or scope of work)
3. Applying the solution

None of the three steps can be omitted, and each must be performed in order. To analyze the problem, the appraiser identifies seven key assignment elements: (1) client, (2) intended users in addition to the client, (3) intended use, (4) objective of the appraisal, or type of value and its definition, (5) effective date, (6) property characteristics that are relevant to the assignment such as the interest to be valued and physical and legal characteristics), and (7) assignment conditions such as hypothetical conditions, extraordinary assumptions, and other requirements. These elements provide the framework for the assignment and allow the appraiser to identify the problem to be solved.

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.

Source: *Appraisal of Real Estate 14th Edition*

Inspection

Zac Fairley conducted an interior and exterior inspection of the property, as well as, physically measuring the building on January 7th, 2021. In addition, Mr. Bill McDonald, Director, accompanied the appraiser during the property inspection. He stated a new 2-Ton HVAC unit was recently installed in the warehouse area. Photographs from the site visit can be found later in this report.

We are not engineers and are not competent to judge matters of an engineering nature, nor has the appraiser(s) retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, the appraiser(s) makes no representations relative to the condition of the improvements, if any exist. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser(s) by ownership or management.

If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon.

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Data Research

We collected factual information about the subject property and the surrounding market. The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable. We generally researched two years from the date of our valuation including reviewing any relevant current listings. We confirmed that information with various sources such as buyers, sellers and brokers.

Ownership and Subject Property History

The property is owned by the City of Hattiesburg. We are not aware of any conveyances in ownership in the last three years.

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Taxes and Assessments

The property is identified as Parcel No. 2-041I-34-013.00 by the Forrest County Tax Assessor.

TAX INFORMATION – FORREST COUNTY					
PPIN	County	City	School	Total	Taxes Paid
33387	Exempt	Exempt	Exempt	Exempt	N/A

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act was passed on July 26, 1990. This Act provides comprehensive civil rights protection for individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. This Act was designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities and access to public facilities available to persons without handicaps. We have not made an ADA compliance survey as it is beyond the scope of our expertise as appraisers.

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Identification of the Property

The property is located along JM Tatum Industrial Drive in the Hattiesburg Industrial Park. Highway 49 is located less than a half-mile west of the subject.

Site Data	
	Land (Acres)
Gross	4.35 Acres

Site Description	
Shape	Square
Frontage	475' JM Tatum Industrial Drive
Access	Paved access drive from JM Tatum Industrial Drive.
Topography/Drainage	The site is mostly level at road grade. The topography does not result in any particular development limitations.
Soil/Subsurface	A soils report was not provided for our review. Based on our inspection of the subject and observation of development on nearby sites, there are no apparent ground stability problems. However, we are not experts in soils analysis. We assume that the subject's soil bearing capacity is sufficient to support the existing improvements.
Environmental Concerns	An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.
Functional Utility	The property is industrial in location and suitable for an industrial or commercial use similar to the existing use as an office/warehouse use.

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Properties adjacent to the subject are as follows:

Adjacent Properties	
North	Industrial/Commercial
West	Industrial/Commercial
South	Industrial/Commercial
East	Industrial/Commercial

Utilities and Services

The property is located inside the city limits of Hattiesburg with all city services in place.

Zoning

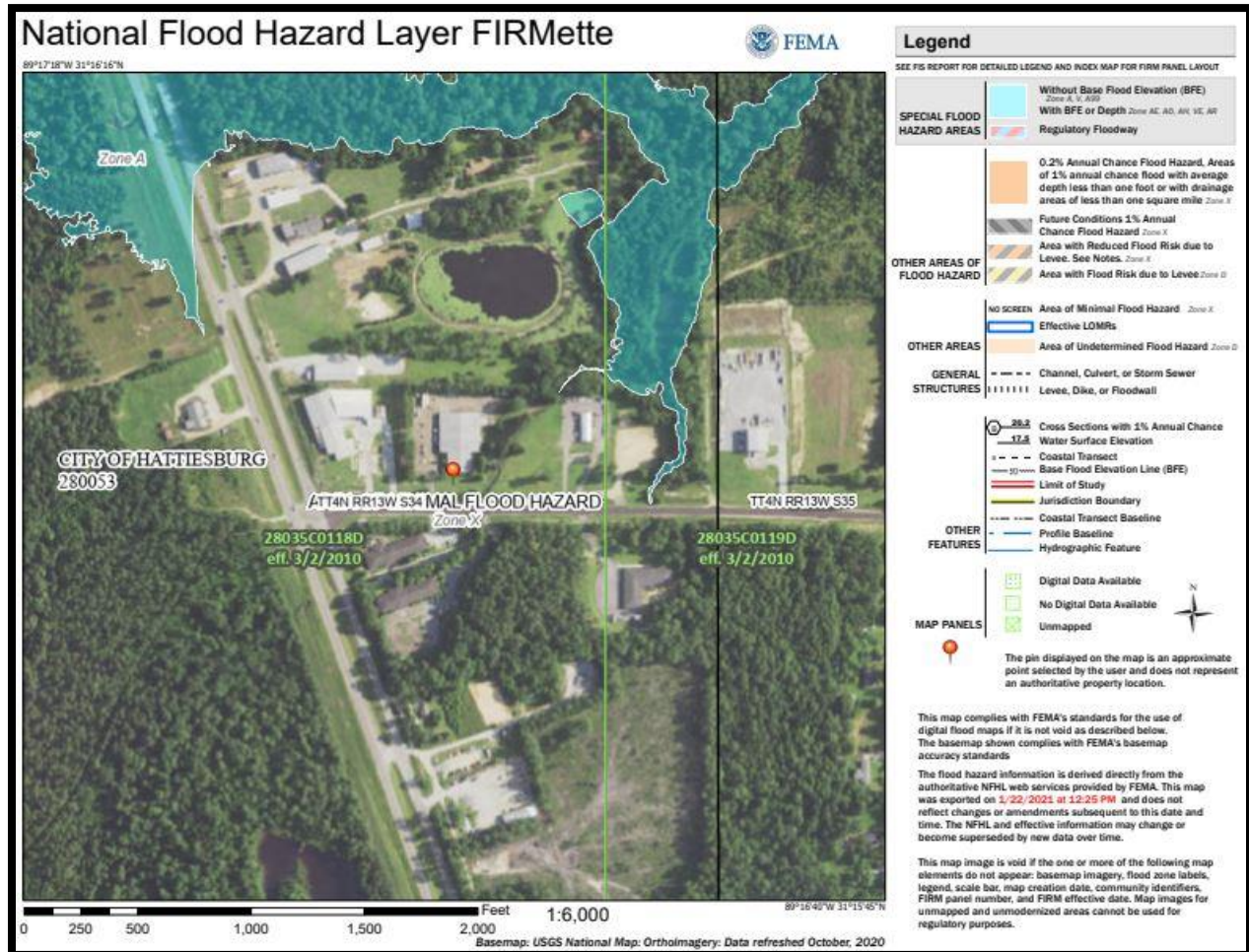
The property is zoned I-1, Light Industrial by the City of Hattiesburg Planning Commission. The existing use as an office/warehouse is legally conforming use.



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Flood Information

The subject site is generally at road grade with Industrial Drive. Per FEMA Map No. 28035C0118D, dated March 2, 2010, the property is situated in Flood Zone X. Flood hazard insurance is not required for buildings situated in this zone.



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Tax Map



Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	33387
PARCEL_ID:	2-0411-34-013.00
OWNERNAME:	CITY OF HATTIESBURG
ADDRESS1:	P O BOX 1898
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39401
SECTION:	01
TOWNSHIP:	01N
RANGE:	13W
LEGAL1:	COM AT THE SW COR OF SD LT 1 & RUN S 89DG E ALQ N ROW LN OF JOHN MERLETATUM INDUSTRIAL DR
LEGAL2:	300FT TO POB S 89DG E 475FT N 02DG W 367.5FT M/L TO A PT ON THE N LN OF LT 3 S89DG WA
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	4
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	4
CULT_VAL1:	0
CULT_VAL2:	140000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	140000
IMP_VAL1:	0
IMP_VAL2:	678650
TOTALVALUE:	818650
EXEMPT_COD:	12
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	0

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Photographs



Front of building



Looking west towards Highway 49



Front of building



West side of building



Parking lot



Rear of building

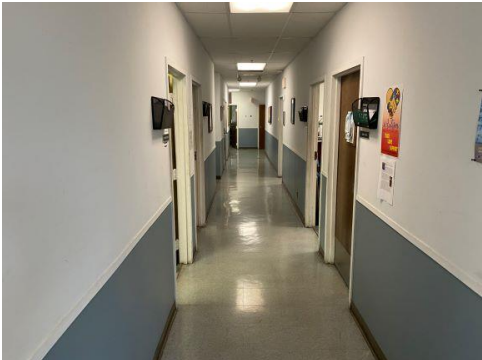
Photographs



Loading Dock



Foyer



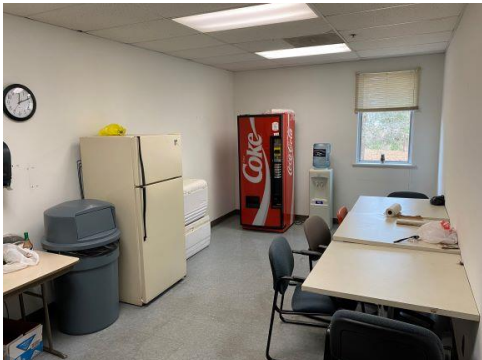
Interior Hallway



Training Room



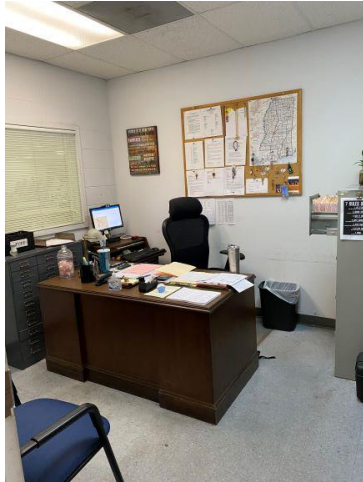
Training Room



Break Room

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Photographs



Office



Copy/File Room



Warehouse Area



Warehouse Area



Warehouse Area



Break Room in warehouse area

Photographs



Rear Warehouse Area



Restroom in warehouse area



Rear Warehouse Area



Trailer Parking Area

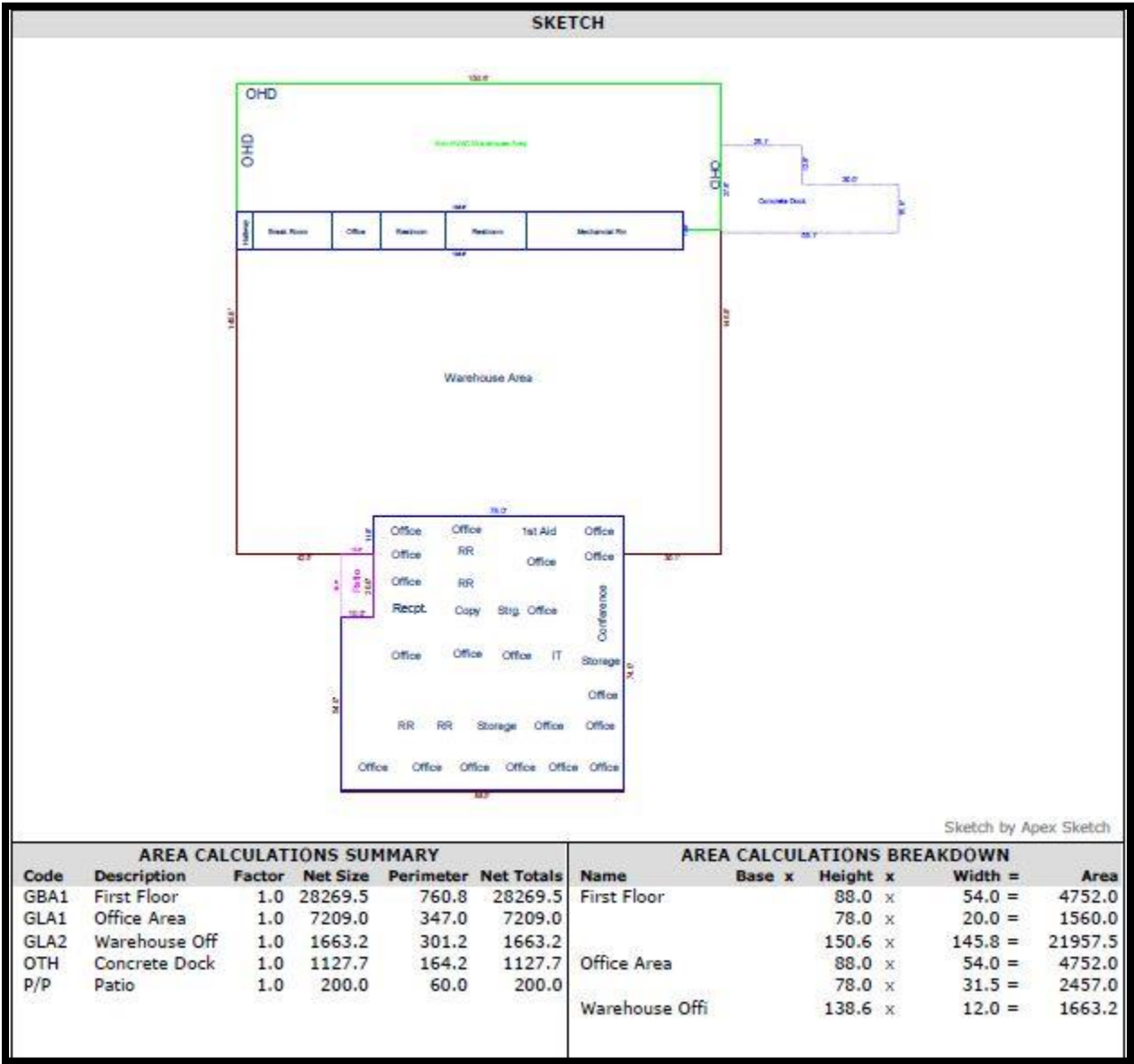


East side of building



HVAC units in front of building

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401



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Improvement Description

Improvements consists of an office/warehouse building containing a gross building area of 28,270 square feet, more or less. Approximately 22,265 sq. ft. or 79% of the building is heated and cooled. This consists of the office area, front warehouse area, and the breakroom and offices in the warehouse area. There is a covered loading dock adjacent to the rear warehouse area. The entire building is sprinkled.

The front office area contains 8,872 sq. ft. and has a brick veneer exterior with average interior finish quality. The interior layout includes a reception area, foyer, 20 offices, training room, conference room, break room, 4 restrooms, storage rooms, and file/copy room.

The warehouse area contains 19,398 sq. ft. and has pre-fabricated metal exterior walls. The warehouse area has 20' center eave height with 14' side eave heights. Approximately 12,793 sq. ft. of the warehouse area is heated and cooled. Interior warehouse finish includes exposed insulation, steel beam framing, and sealed concrete floors.

General Building Details	
Overall Property Condition	Average
No. of Stories	1
Occupancy	100%
Current Use	Office Building
Construction Details	
Foundation	Reinforced Concrete Slab
Roof Structure	Metal
Exterior Doors	Metal
Exterior Walls	Brick Veneer (Office); Pre-fabricated metal
Plumbing System	Typical
HVAC	Central Electric; 79% of GBA
Electrical Service	3-Phase
Sprinkler	The entire building is sprinklered.
Other	None
Interior Finishes	
Walls	Sheetrock Walls
Floors	Vinyl Tile
Ceilings	Acoustic Ceiling Tiles
Doors	Metal
Lighting	Recessed Fluorescent

Area Analysis

Hattiesburg is known as the “Hub City” and is located close to several major markets. These markets include:



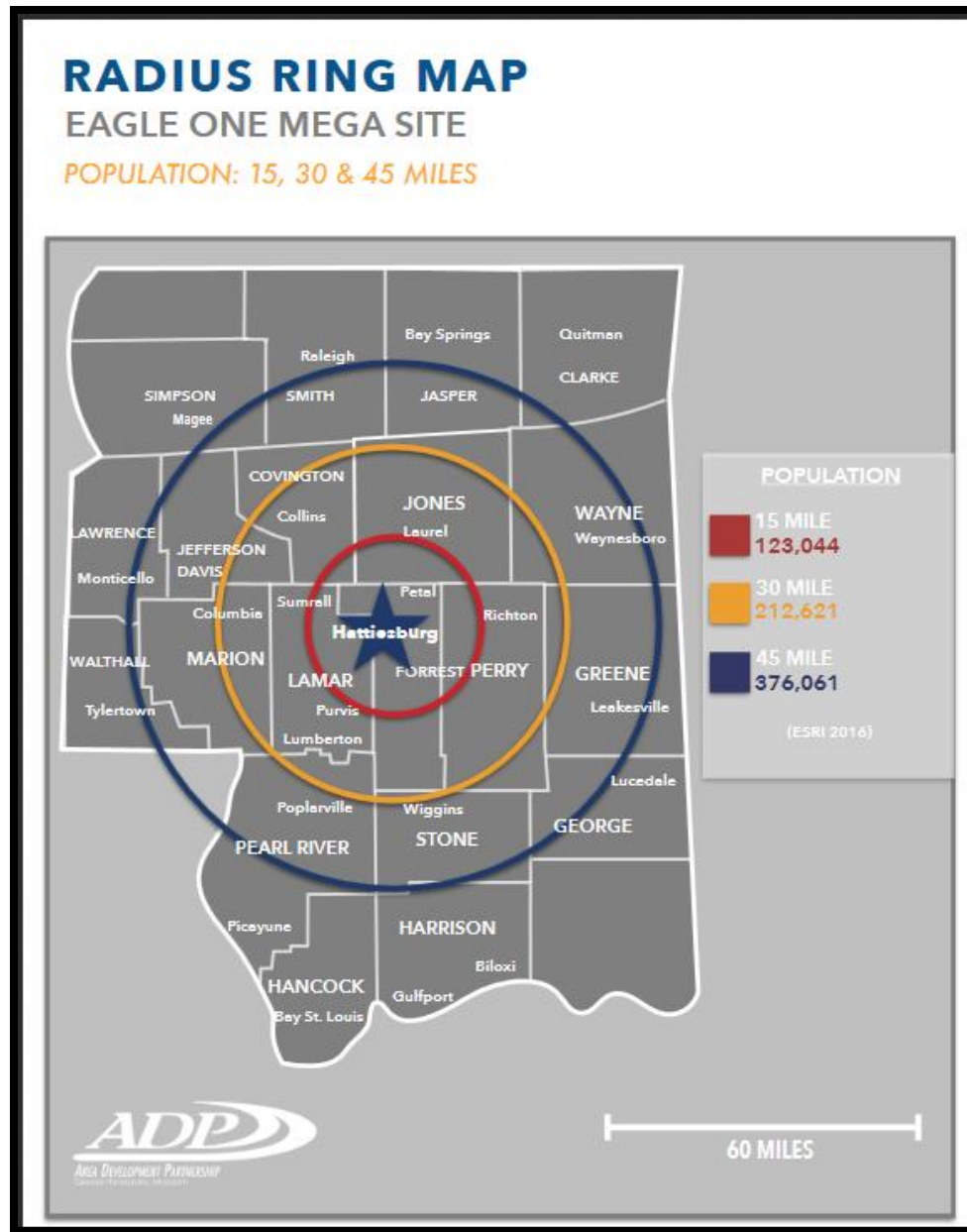
Population

The following statistics are available from the US Census Bureau. Historical population statistics for the area are summarized as follows:

The chart exhibits the trend in population for the region from 1990 to 2010(2006 for Forrest and Lamar Counties). The Hattiesburg MSA has seen above average growth since 1990.

POPULATION		
148,916	34	2.54
TOTAL POPULATION	MEDIAN AGE	AVERAGE FAMILY SIZE
\$58,514	95.2 PEOPLE	0.67%
AVERAGE HOUSEHOLD INCOME	PER SQUARE MILE	ANNUAL GROWTH RATE 2010-2016

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401



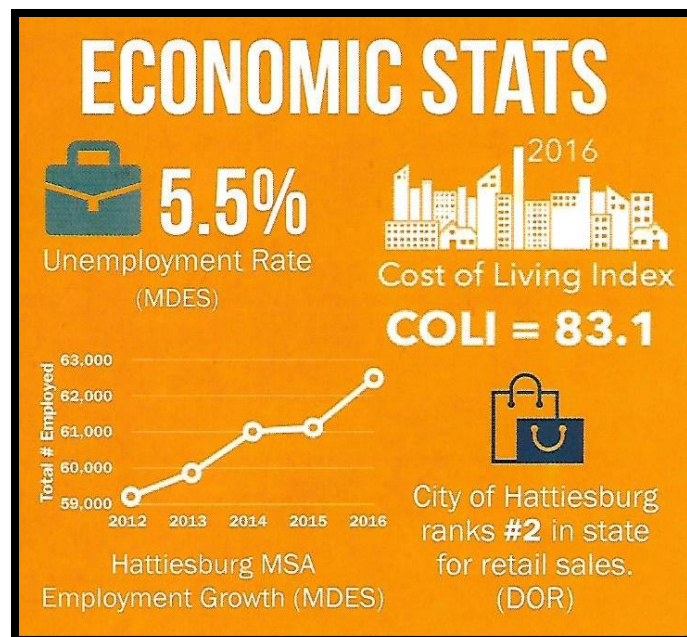
Business and Industry

There are approximately 92 manufacturing firms in the county, employing 5,300 workers. Hattiesburg has a fully-developed industrial park with 325 available spaces.

The agriculture income for the county averages \$20 million annually. Forestry is the county's largest agri-business, producing about \$8 million in sales. Tables of the largest manufactures and employers are shown on the following page.

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 TOP EMPLOYERS		SERVICE EMPLOYERS	
MANUFACTURING/DISTRIBUTION EMPLOYERS		EMPLOYER	# OF EMPLOYEES
EMPLOYER	# OF EMPLOYEES		
Mar-jac Poultry	861	Forrest General Hospital	3151
Channel Control Merchants	688	University of Southern Mississippi	2300
Kohler Engines	400	Hattiesburg Clinic	2218
Georgia Pacific, Leaf River Cellulose	300	Camp Shelby	2200
Hood Industries – Beaumont	200	Lamar County School District	1300
Johnson Controls Company	200	Merit Health Wesley	1222
Mississippi Tank	192	General Dynamics Information Technology (GDIT)	1000+
Borden	175	Hattiesburg Public School	750
Select Product Group	148	City of Hattiesburg	717
Stion	125	Petal School District	535
Hattiesburg Coca-Cola	125	South Mississippi EPA	400
Resinall	115	William Carey University	370
Western Container	114	Regions Bank	329



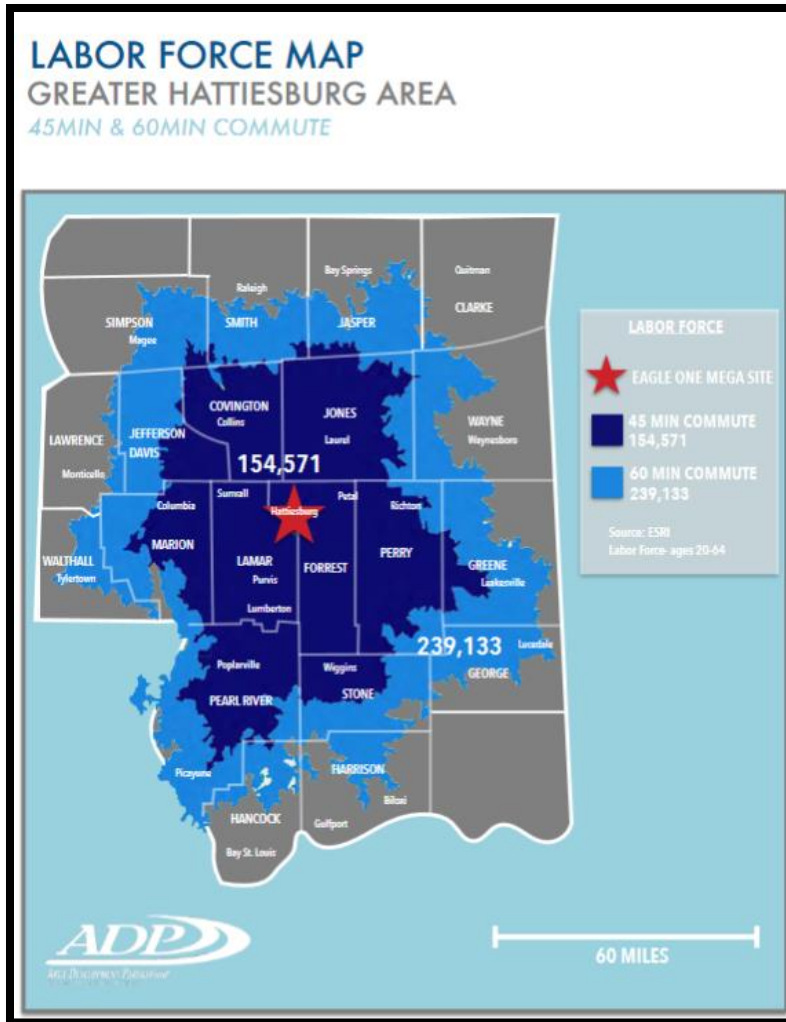
18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Economic Base

Hattiesburg, also known as the “Hub City,” is within 100 miles of the state capital, Jackson, as well as the Gulf Coast, New Orleans, LA, and Mobile, AL. The greater Hattiesburg area is the educational, retail, military, and medical center for more than a quarter of a million people throughout southeast Mississippi. Hattiesburg MSA is the site of numerous small and several large corporations. The largest employers in terms of total employment in Hattiesburg MSA are summarized in the chart below.



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Growth

The ADP (Area Development Partnership) has secured options on a 2,222 acre mega-site. This large industrial site is the first of its kind in South Mississippi. The site has 2.8 miles of frontage along I-59 and 1.2 miles of frontage along Hwy 11. Hattiesburg has recently been named one of the 50 fastest growing metro areas in America. This new site provides for an increased growth in business development and employment.

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SOUTH MISSISSIPPI'S PREMIER MEGA SITE

- Over **2200 acres** available for development
- Approximately **3 miles** of frontage on Interstate 59
- Over **1 mile** of frontage on U.S. Highway 11
- **All Technical Due Diligence** completed
- Conceptual plan shows **>8M sq. ft.** under roof
- Rail service provided by **Norfolk Southern**



ADP
AREA DEVELOPMENT PARTNERSHIP
Greenville, Mississippi

DISTRICT AT MIDTOWN

Mixed Use Development under construction

\$34M

290 Jobs



ANNOUNCED PROJECTS

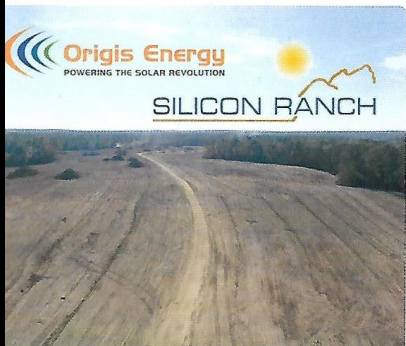
\$280+
Million
in capital investment



1,100+
full-time jobs



Investing **\$120M** &
creating **260 jobs**



\$200M
in green solar energy
under construction

ECONOMIC DEVELOPMENT

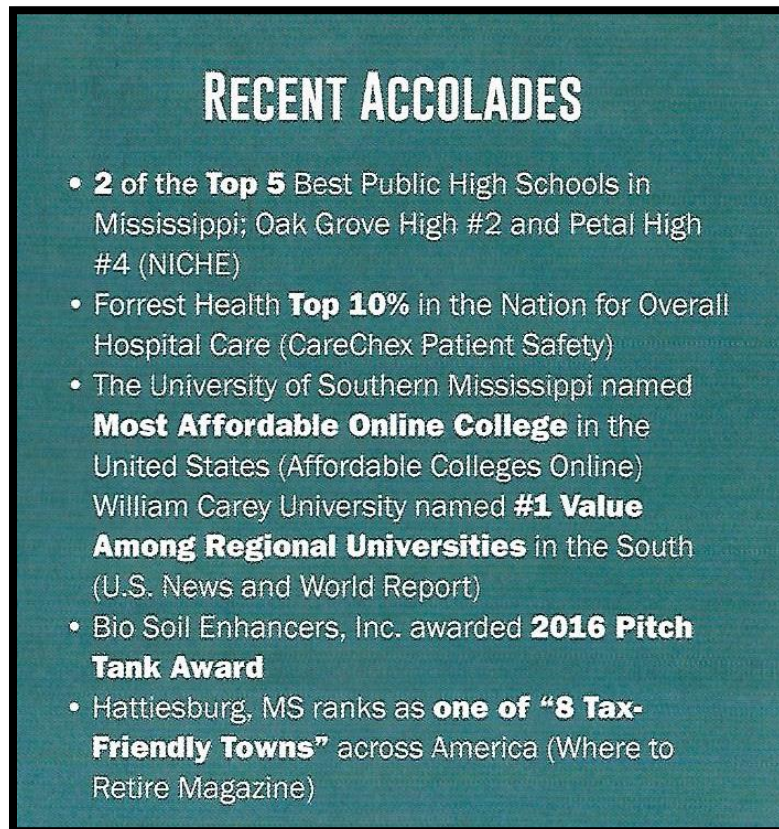
NEW AND EXPANDING BUSINESSES ANNOUNCED IN 2016

Company	Investment	Jobs
Mar-Jac Poultry	\$36,915,000.00	100
District at Midtown	\$34,000,000.00	290
Forrest General Hospital	\$34,000,000.00	151
The University of Southern Mississippi	\$26,800,000.00	
Camp Shelby	\$22,300,000.00	
The Met Apartments*	\$18,000,000.00	
SPG	\$15,000,000.00	25
Lone Star Gas*	\$13,000,000.00	
William Carey University	\$8,600,000.00	19
Enterprise Gas Products*	\$8,000,000.00	
Hattiesburg Clinic	\$7,873,000.00	58
Wis-Pak	\$5,200,000.00	
Johnson Controls	\$4,136,000.00	12
Kohler	\$3,903,865.00	
Channel Control Merchants	\$3,706,181.00	170
Green Bay Converting	\$3,551,910.29	
Magnolia State Bank	\$3,500,000.00	4
Planet Fitness*	\$3,361,598.00	
Cavender's Western Outfitter*	\$3,243,500.00	12
Eagle Flatts*	\$3,131,897.91	
Western Container Corp.	\$2,326,429.00	
Merit Health Wesley	\$2,300,000.00	45
Baker and Graham Dental Clinic	\$1,996,900.00	2
The Summit Shopping Center	\$1,800,000.00	
Southern Grand Theatres Hattiesburg 18*	\$1,600,000.00	
Lil' Butcher Shoppe	\$1,415,000.00	
Mississippi Tank Company	\$1,293,649.83	
Panera Bread	\$1,233,207.00	
The Shoppes at Park Crest*	\$1,230,000.00	
Zaxby's (Petal)*	\$1,227,000.00	
Hibatchi Express / Insomnia Cookies	\$1,100,000.00	20
Dandy Dan's (Smith Petroleum Co., Inc.)	\$1,015,278.00	
Zaxby's (Hattiesburg)*	\$1,006,718.00	
Weyerhaeuser	\$1,000,000.00	
Dollar General Store (Hattiesburg)*	\$822,100.00	
Up/Down Trampoline Park*	\$820,000.00	
Dollar General Store (Petal)*	\$700,000.00	
CycleBar	\$520,000.00	10
Oxiten		15
SaviLinX		200
Total	\$281,629,234.03	1,133

*dollar amounts are from building permit figures only

Education

The Hattiesburg area has 22 public schools. The Hattiesburg Area Education Foundation provides private funding and special programs to most of these schools to enhance the fundamental curriculum. The business community takes an active role in augmenting the school system through the Adopt-A-School program.



Hattiesburg is home to the University of Southern Mississippi with an enrollment of more than 12,000 students and William Carey College with an enrollment of about 2,000 students. U.S.M. has recently opened a new \$19 million Polymer Science Research Facility that is paralleled by no other in the United States. Jones County Junior College and Pearl River Community College are both within easy driving distance.

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401



THE UNIVERSITY OF
SOUTHERN
MISSISSIPPI







HIGHER EDUCATION

INSTITUTION	ENROLLMENT	ANNUAL GRADUATES
University of Southern Mississippi	13,115	3,351
William Carey University	4,415	1,180
Pearl River Community College	4,755	880
Jones County Junior College	4,592	1,071
TOTAL	26,627	6,482

Medical Services

Hattiesburg serves as the medical hub of South Mississippi, with two hospitals with 704 beds, the largest multi-specialty clinic in the state, a full service regional reference laboratory, 230 doctors and 43 dentists.

Utilities

The Dixie Electric Power Association, Mississippi Power Company, Pearl River Valley Electric Power Association, South Mississippi Electric Power Association and the Southern Pine Electric Power Association provide electricity to the greater Hattiesburg area.

Hattiesburg's water needs are provided by the City of Hattiesburg, which has a capacity of 16 million g.p.d. Willmut Gas and Oil Company, fuels oil and LP gas are available from local sources.

Transportation

Highways - Interstate Highway 59, U.S. Highways 49, 98 and 11, and State Highway 42 serve Hattiesburg.

Airports - Pine Belt Airport is for commercial use and has 6,500 foot runway. Bobby Chain Municipal Airport, noncommercial, has a 6,250 foot runway.

Railroads - Hattiesburg is served by Amtrak, Midsouth Rail, Illinois Central Gulf and Norfolk Southern.

Motor Freight Carriers - Serving Hattiesburg is 17 truck lines and 15 local terminals.

Bus Service - Greyhound/Trailways Bus lines provide passenger and package service.

Neighborhood Analysis

The subject neighborhood is primarily made up of a mixture of industrial, manufacturing, distribution, and commercial developments and special use type properties. The industrial park has made recent announcements of new facilities relocating to the industrial park soon to break ground. In summary, the subject neighborhood outlook was considered stable to positive.

Highest and Best Use

According to the *Dictionary of Real Estate Appraisal, 5th Edition*, highest and best use is defined as: The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are physically possible, legally permissible, financially feasible and maximally productive. Alternatively, the probable use of land or improved property, specific with respect to the user and timing of the use, that is adequately supported and results in the highest present value.

When a site is improved, we must recognize that the highest and best use may differ from the existing use; however, the existing use will continue, unless and until, land value (at its highest and best use) exceeds the total value of the property in its present use. The definition of highest and best use recognizes the contribution of a specific use to the community or to individual property owners.

The determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., determination of highest and best use is an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use is the premise upon which value is based. In the context of investment value, "most profitable use" is another alternative term but the degree of risk must be considered.

The highest and best use concept requires an analysis of the subject as if it were vacant and also as improved to determine if the land is more valuable as vacant than the property as improved. There are four criteria that must be met. The highest and best use must be 1) physically possible; 2) legally permissible; 3) financially feasible; and, 4) maximally productive. These criteria are generally considered sequentially and the analysis may indicate more than one use.

Development of Highest and Best Use Opinion (Market Value Appraisals)

Process:

Least Intensive	Inferred, based on readily observed evidence such as surrounding land uses, age and condition of existing improvements, and known market demand for property type*
	Application of four tests (physically possible, legally permissible, financially feasible, maximally productive) but based on readily observed evidence*
	Application of four tests (physically possible, legally permissible, financially feasible, maximally productive) with research into each factor, testing for feasibility
Most Intensive	Application of four tests (physically possible, legally permissible, financially feasible, maximally productive) with complete market analysis and feasibility study

* Extraordinary assumptions may need to be stated about information taken to be true when it is uncertain.

Source: Stephanie Coleman, *Scope of Work* (Chicago: Appraisal Institute, 2006)

Physically Possible

The subject contains 4.35 acres, more or less, and is suitable for a variety of uses. All utilities are available to the property, further promoting its potential.

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Legally Permissible

The property is located in the city limits of Hattiesburg and is zoned I-1; Light Industrial. The surrounding uses along JM Tatum Industrial Drive are light industrial, warehouse, and service related uses.

Financially Feasible

Those uses which are financially feasible and that use which is maximally productive are generally closely related. Any use that results in a net return to the land after satisfying the return to the improvements is considered to be financially feasible; however, that use which returns the maximum dollars to the land is considered the use which is maximally productive. All uses that are expected to produce a positive return are regarded as financially feasible. Financially feasible uses would include but not limited to: light industrial, office, and service/warehouse uses.

Maximally Productive

The maximally productive use of the site would be for a light industrial or service type use.

Conclusion: In estimating the highest and best use of the land as though vacant, consideration has been given to all the sites' physical characteristics, its zoning restrictions and its financial feasibility. It is our opinion that the highest and best use for the subject site as vacant, would be for a commercial or light industrial use.

As Improved

The existing improvements were designed for use as office and warehouse space for a regional distribution and courier service. Due to the amount of parking and the layout of the building with office and warehouse space and the proximity to Highway 49, Highway 98, and Interstate 59; the highest and best use as improved would be for some form of regional service or distribution related use that utilizes a number of vehicles in their operations. Due to the design of the warehouse space with both dock-height doors and ground level OHDs, the most likely use of the site would be as a service or distribution facility.

Methodology

The **Cost Approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable sales. Due to the age of the improvements, depreciation is difficult to measure and would be very speculative resulting in a weakly supported value indication. For these reasons, the Cost Approach was not performed.

The **Sales Comparison Approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The Sales Comparison Approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The Sales Comparison Approach is often relied upon for owner-user properties.

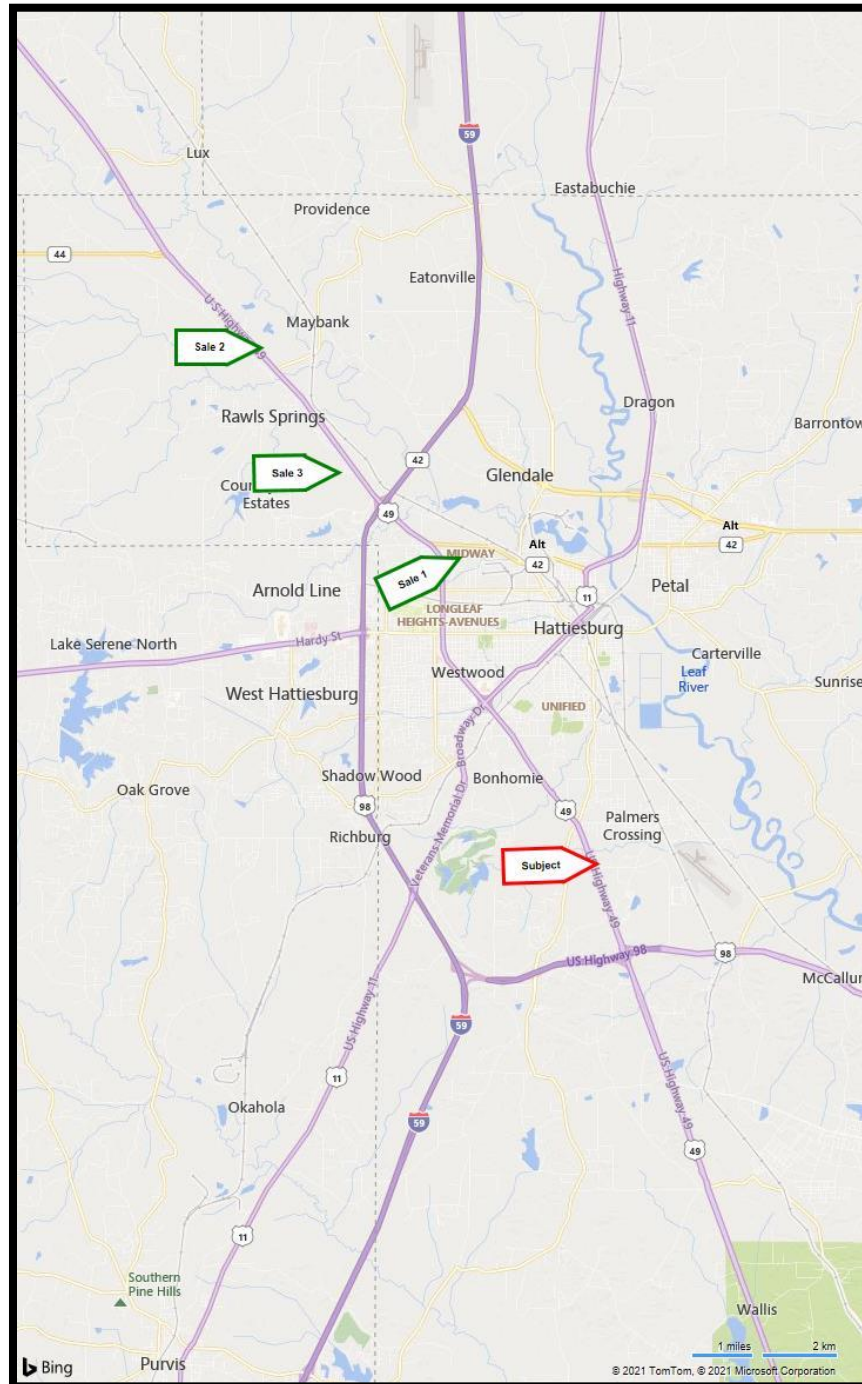
The **Income Capitalization Approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

The Sales Comparison Approach and Income Approach to value were performed in this appraisal.

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Land Valuation

We have presented transactions involving sites purchased for light industrial development on the following pages.



18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Land Sale No. 1



Property Identification

Property Name	Commercial Land
Address	92 Industrial Drive, Hattiesburg, Forrest County, Mississippi
Tax ID	PPIN: 14271

Sale Data

Grantor	Lynn Turner Shaver & Mary S. Turner
Grantee	Bryce Ladner
Sale Date	September 17, 2019
Property Rights	Fee Simple
Conditions of Sale	Arm's Length

Sale Price	\$40,000
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Land Data

Shape	Mostly rectangular
Flood Info	Flood Zone: X
User 5	Panel #: 28035C0102D
User 6	Panel Date: March 2nd, 2010

Land Size Information

Gross Land Size	1.660 Acres or 72,310 SF
Front Footage	226 ft Total Frontage: 226 ft Industrial Drive;

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Indicators

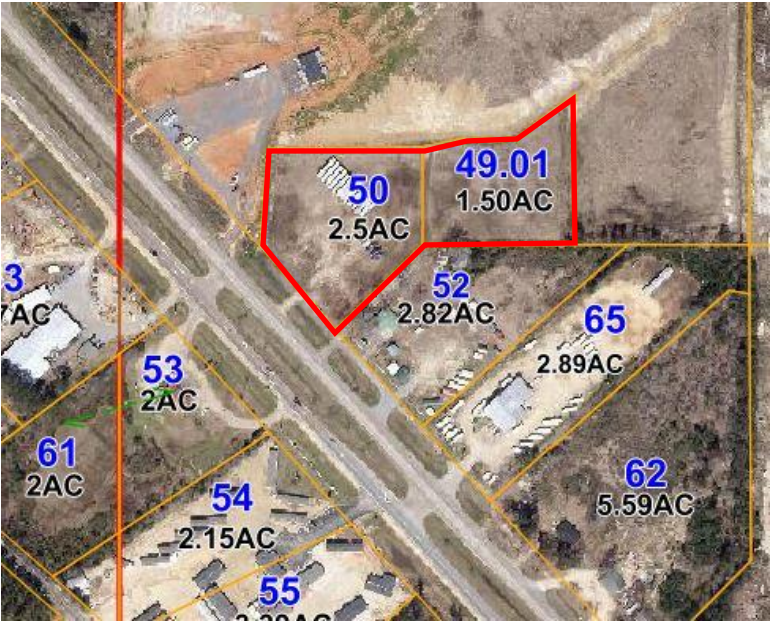
Sale Price/Gross Acre	\$24,096
Sale Price/Gross SF	\$0.55
Sale Price/Front Foot	\$177

Remarks

This is a 1.66 acre lot located along Industrial Drive, in Hattiesburg. At time of purchase the site was wooded and generally level topo. The site is not located in a designated flood zone area. The buyer constructed a metal office/warehouse building on the property after purchase.

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Land Sale No. 2



Property Identification

Property Name	Commercial/Industrial Land
Address	7340 U. S. Hwy 49 , Hattiesburg, Forrest County, Mississippi 39402
Tax ID	2-012 -14-049.01/ PPIN 41168 & 2-012 -14-050.00/ PPIN 8955

Sale Data

Grantor	Ronald Nicholas, Jr.
Grantee	Southern Building Distributors, LLC
Sale Date	July 17, 2018
Deed Book/Page	1285/389
Financing	Conventional
Verification	Confirmed with Dianne Nicholas (Selling Agent)

Sale Price	\$185,000
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Land Data

Topography	Level
Shape	Irregular
Fencing	Fencing Total
Flood Info	Panel-28035C0020D - Eff 03/02/2010
User 5	Zone - X
User 6	Area of 0.2 PCT Annual Chance Flood Hazard

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Land Size Information

Gross Land Size	4.000 Acres or 174,240 SF
Front Footage	270 ft Highway 49

Indicators

Sale Price/Gross Acre	\$46,250
Sale Price/Gross SF	\$1.06
Sale Price/Front Foot	\$685

Remarks

Property is located along the east side of Highway 49 just north of Peps Point Road. The site is comprised of two parcels containing a total of 4 acres, more or less. This property has 270' frontage access on Hwy 49. It was on the market for 1783 days. Listed for \$200,000 and sold for \$185,000.

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Land Sale No. 3



Property Identification

Property Type	Commercial Land
Property Name	Sunbelt Federal Credit Union expansion site
Address	Blackwell Blvd, Hattiesburg, Forrest County, Mississippi 39401

Sale Data

Grantor	Judy Royals
Grantee	Sunbelt Federal Credit Union
Sale Date	June 13, 2019
Deed Book/Page	1314/655
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Verification	Seller

Sale Price	\$352,520.55
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Land Data

Zoning	B-5; Regional Business
Topography	
Utilities	
Shape	Irregular
Flood Info	Panel No.

Land Size Information

Gross Land Size	4.01 Acres or 174,676 SF
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18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Indicators

Sale Price/Gross Acre	\$87,910
Sale Price/Gross SF	\$2.02

Remarks

Tract located on the south side of Blackwell Blvd. The purchaser was Sunbelt Federal Credit Union, which has offices in buildings to the north of Blackwell Blvd. The tract was purchased for additional parking areas and a potential site for a training center. Blackwell Blvd. connects to Rawls Springs Loop Road and Blackwell Road, which both connect to Highway 49.

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Land Sales Summary and Adjustment Grid				
Subject		Comparable 1	Comparable 2	Comparable 3
Location:	18 JM Tatum Industrial	92 Industrial Drive	7340 Highway 49 N	Blackwell Blvd.
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest
Date of Sale:		September-19	July-18	June-19
Sale Price:		\$40,000	\$185,000	\$352,521
Adjusted Sale Price:		\$40,000	\$185,000	\$352,521
Site Size (Acres):	4.35	1.66	4.00	4.01
Unadjusted Price/Acre:		\$24,096	\$46,250	\$87,910
Adjustments				
Rights Transferred:		Fee Simple	Fee Simple	Fee Simple
Financial Considerations:		Market	Market	Market
Conditions of Sale:		Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable
		0%	0%	0%
Time Adjusted Cash Equiv. Price/AC:		\$24,096	\$46,250	\$87,910
Location:	JM Tatum Industrial Dr.	Inferior	Superior	Similar
Site Size (Gross Acres):	4.35	25%	-10%	0%
		1.66	4.00	4.01
		-5%	0%	0%
Frontage/Access:	475'	Inferior	Inferior	Superior
		5%	5%	-25%
Flood Area:	Level; No Flood	Similar	Similar	Similar
		0%	0%	0%
Zoning:	I-1; Light Industrial	I-1	None	B-5
		0%	0%	-5%
Net Adjustments:		20%	-5%	-30%
Adjusted Price/AC:		\$28,916	\$43,938	\$61,537

Land Sales Analysis

The preceding sales were confirmed to offer the best indication of value of the subject site via the Sales Comparison Approach.

There are several units of comparison generally employed in the analysis of commercial land. In this instance, the market dictates the most appropriate index is price per acre. The adjustment categories include location, size, topography, and zoning.

All of the transactions were financed at market terms by third party financial institutions; hence no adjustments for financing were required. If atypical financing were involved in the transaction, the

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

appraiser would determine if those terms had a quantifiable effect on the sale price necessitating an adjustment.

Each transaction was confirmed to be arm's length between willing buyers and sellers; therefore, no adjustments for abnormal conditions of sale were necessary. However, if a listing is included in the analysis, a downward adjustment is considered to reflect a typical cushion for negotiations. Nonetheless, the amount of adjustment, if any, would depend on the asking price as it relates to the market at that time. Some transactions might include a bank sale sometimes referred to as "short sale." An adjustment will be made if warranted based on confirmation of that transaction.

Adjustments for time and price trends attempt to quantify changes in market conditions between the date of each sale and the date of the appraisal, based on current market conditions and available properties. All of the transactions are relatively timely, taking place from July, 2018 to September, 2019. Adjustment for this category would be based on any quantifiable appreciation or depreciation, typically identified through paired sales analysis.

Adjustments for location typically are associated with the general demographics of the area and property specific influences such as traffic counts, ingress/egress, proximity to linkages such as interstates and overall characteristics of an area. The subject is located along JM Tatum Industrial Drive, in the Hattiesburg Industrial Park. The surrounding uses include a mixture of industrial and commercial uses. Sale 1 is located off of Highway 42 By-Pass along Industrial Drive. This is a secondary commercial area and considered slightly inferior in location. Sale 2 is located along Highway 49 N, just north of Peps Point Road. This sale was considered superior in location due to its highway frontage and exposure. Sale 3 is located along Blackwell Boulevard and Rawl Springs Loop which connects to Highway 49. The site lacks highway exposure and was considered similar in location.

Site size is an adjustment in which comparable site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment was applied. This category can also include adjustments for parcels that may have off-site retention and reflect a fully buildable lot. The subject site contains 4.35 acres, more or less. A downward adjustment was made to Sale for its smaller size. Sales 2 and 3 were considered similar in size.

Zoning is an important consideration in land sales analysis as it specifies the development potential of a given parcel. In this category, the comparable zoning classification relative to allowable uses, building setbacks and other restrictions are compared to the subject. Generally speaking, zoning classifications that allow more uses and flexible development are superior. All of the sales have similar zoning and no adjustment was applied.

All of the sales were purchased for light industrial uses or are located in light industrial and warehouse areas. Prior to adjustments the sales had a range in unit values from \$28,916 to \$87,910 per acre. The subject is located along JM Tatum Industrial Drive, less than a half-mile east of Highway 49. Sale 1 is slightly inferior in location and smaller in size. Sale 2 was considered most similar but has highway exposure. Sale 3 is located along Blackwell Boulevard off of Highway 49. This sale has frontage and access on two sides. It is zoned B-5; Regional Business District, which is the largest commercial zoning district. Overall, this sale was considered superior. The sales had adjusted unit values from \$28,916 to \$61,537 per acre. Considering all factors, a unit value of \$45,000/acre was adopted for the 4.35 acre subject site.

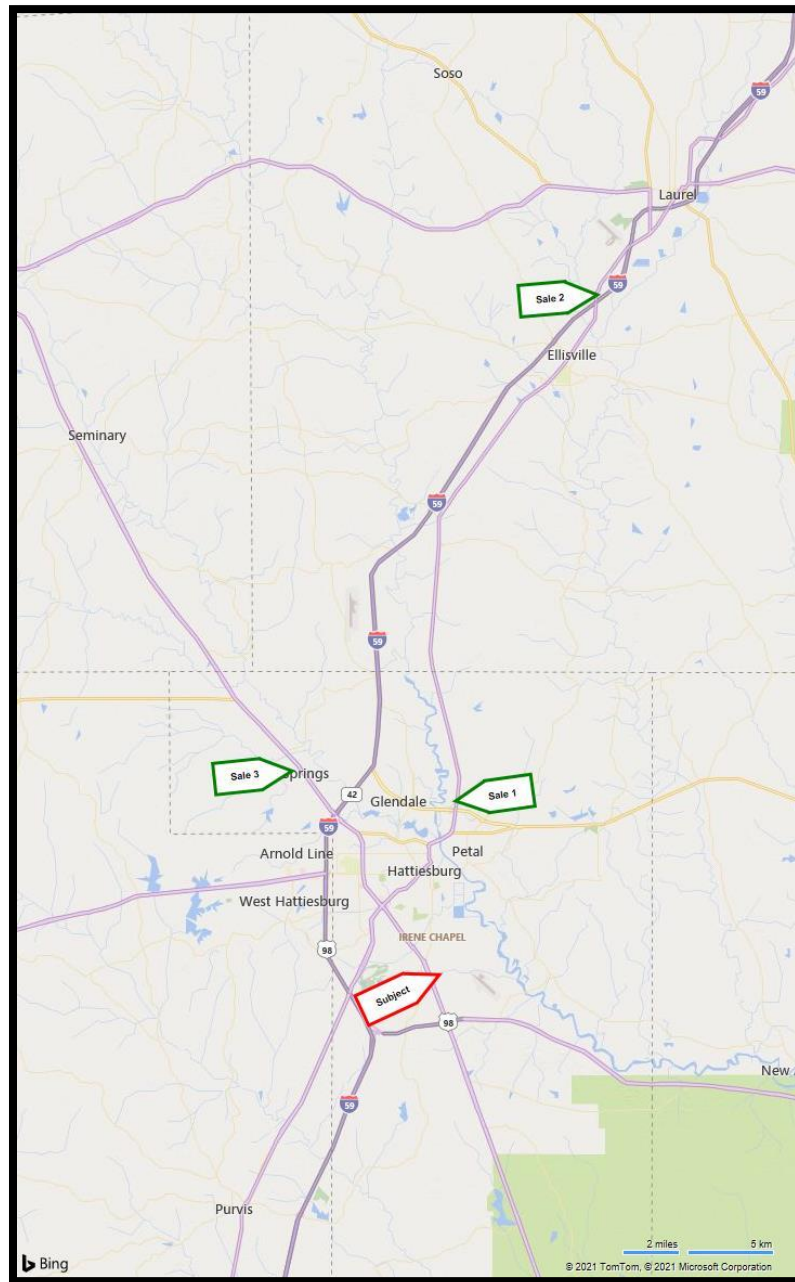
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Land Area: 4.35 Acres x \$45,000/Acre = \$195,750

Land Value Opinion Rounded. \$195,000

Sales Comparison Approach

Direct Sales Comparison is a valuation technique in which a value opinion is predicated on prices paid in actual market transactions. In this process, comparison is made between properties having a satisfactory degree of similarity to the subject. We have presented transactions involving similar buildings on the following pages. An improved adjustment grid and comparable map is presented thereafter.



18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Improved Sale No. 1



Property Identification

Property Name	Office/Warehouse Building
Address	24 Chappell Hill Road, Petal, Forrest County, Mississippi 39465

Sale Data

Grantor	Magnolia State Bank
Grantee	Eagle Strategies, LLC
Sale Date	September 28, 2017
Deed Book/Page	1263/480
Property Rights	Fee Simple
Marketing Time	177 Days
Conditions of Sale	Arm's Length
Financing	Cash

Sale Price	\$520,000
Land Value	\$225,000
Building Value	\$295,000

Land Data

Land Size	5.000 Acres or 217,800 SF
Zoning	RF; Rural Fringe
Topography	Open; Generally level
Utilities	City
Flood Info	Partial flood

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

General Physical Data

Building Type Single Tenant
Improved Sale No. 1(Cont.)

Gross SF 5,832

Construction Type Brick Veneer
Roof Type Flat; Metal
Foundation Slab
HVAC Central
Stories 1
Year Built 2014
Condition Good

General Physical Data

Building Name Shop
Building Type Single Tenant
Gross SF 1,800

Construction Type Metal
Roof Type Metal
Foundation Slab
Year Built 2014
Condition Good

Summary for Multiple Buildings

<u>Building Name</u>	<u>Construction Type</u>	<u>Year Built</u>	<u>Gross Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>No. Stories</u>	<u>Avg. Fl. Ht.</u>
Shop	Brick Veneer	2014	4,032		1	
Gross SF	Metal	2014	1,800			
			5,832			

Indicators

Sale Price/Gross SF \$89.16 Actual or \$50.58 Adjusted

Remarks

Property is located along Chappell Hill Road just east of Highway 11 and north of Evelyn Gandy Parkway in Petal. The site is improved with a 4,032 square foot office building and a 1,800 square foot metal shop building. Prior to purchase the property was occupied by Murphy Energy Transport. The buyer purchased the property for a trucking facility.

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Improved Sale No. 2



Property Identification

Property Type	Office/Warehouse Building
Address	59 Management Drive, Laurel, Jones County, Mississippi 39437
Location	Laurel
Tax ID	PPIN#2232

Sale Data

Grantor	Rayburn Homes LLC
Grantee	Dunn Roadbuilders
Sale Date	July 07, 2020
Property Rights	Fee Simple
Verification	Seller

Sale Price	\$510,000
Land Value	\$175,000
Improvement Value	\$335,000

Land Data

Land Size	8.800 Acres or 383,328 SF
Flood Info	Located in Flood zone: \$8000/year

General Physical Data

Building Type	Office/Warehouse
Gross Building Area	16,993
	Office – 3,979 Sq. Ft. (23%)
	Warehouse – 13,104 Sq. Ft. (76%)

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Construction Type	Block Façade – Metal Frame
Roof Type	Gable Metal
HVAC	Central
Year Built	1977 / 2009
Condition	Good

Income Analysis

Potential Gross Income	\$66,000
Vacancy	\$3,300
Effective Gross Income	\$62,700
Expenses	\$12,350
Net Operating Income	\$50,350

Indicators

Sale Price/Gross SF	\$30.01 Actual or \$19.71 Adjusted
Floor Area Ratio	0.04
Land to Building Ratio	22.56:1
Occupancy at Sale	100
Gross Income Multiplier	5.08
Eff. Gross Income Multiplier	5.34
Expenses/Sq. Ft.	\$0.73
Overall or Cap Rate	15.03%
Net Operating Income/Sq. Ft.	\$2.96

Remarks

3,979 sf office with 10,098 attached warehouse. There is an additional storage building that was 2,916 sf. The warehouse had several rollup doors, 20' clear height, and was in good condition. The seller leased bought and leased the property for several years in 2014, but the tenant vacated the building and the building sat vacant for +/- 2 years. The building was vacant when sold. Building listed as being built in 1977 but completely remodeled in 2009. The building was leased to Boral Bricks previously for \$5,500/month, triple net lease.

The buyer stated that the interior office was nice and very clean.
Security fence around perimeter. Finished area remodeled in 2008
and includes carpet/tile, painted sheetrock, drop acoustic tile ceiling, and florescent lighting.

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Improved Sale No. 3



Property Identification

Property Name	Penske and Smith Industrial
Address	6839 US Hwy 49, Hattiesburg, Mississippi 39401
Location	South side of Highway 49 at Rawls Springs Loop Road
Tax ID	PPIN # 027587

Sale Data

Grantor	Judy Royals
Grantee	Penske Truck Leasing Co., L.P.
Sale Date	November 7, 2019
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Verification	Seller

Sale Price	\$1,000,000
Land Value	\$ 381,150
Building Value	\$ 618,850

Land Data

Land Size	3.50 Acres or 152,460 sf
Front Footage	490 ft Hwy 49, 5950 ft Rawls Springs Loop Road
Zoning	B-5 Regional Business District
Topography	level, flat
Shape	Irregular

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Fencing	1,000 lf 6' height chain link with 3 strand barbed wire
Flood Info	Flood Zone: X
User 5	Panel #: 28035C0101D
User 6	Panel Date: March 2 nd , 2010

General Physical Data

Building Type	Pre-fabricated metal and steel frame
SF	Penske – 11,738 Smith Industrial – 5,800

Construction Type	Prefabricated Metal
Roof Type	Prefabricated Metal
Foundation	Concrete slab
Stories	1
Year Built	Penske – 1978 Smith Industrial – 1970

Indicators

Sale Price/ SF	\$57.02
Building Only/ SF	\$35.29

Remarks

This site is +/- 3.50 acres along Highway 49 and Rawls Springs Loop Road in Hattiesburg, Mississippi. The property is slightly below highway grade and is located in a flood zone X. The property is fenced and the majority of the site has gravel parking areas. The improvements consist of two buildings. One building has +/-4,660sf of heated and cooled space with a +/-7,078 sf shop area with (10) 12'w X 14'h OHD with drive- through capacity. The other building is a +/-5,800 sf building with +/-960 sf of heated and cooled space and a +/-4,840 sf shop with 4 OHD. Total heated and cooled space consists of 32.04% of the total GBA of both buildings.

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Improved Sales Summary and Adjustment Grid				
Subject		Comparable 1	Comparable 2	Comparable 3
Property Name:	Ability Work's	Office/Whse	Office/Whse	Office/Whse
Location:	18 JM Tatum Industrial	24 Chappel Hill Rd	59 Management Dr	6839 Highway 49
City:	Hattiesburg	Petal	Laurel	Hattiesburg
Date of Sale:		September-17	July-20	November-19
Sale Price:		\$520,000	\$510,000	\$1,000,000
Building Price:		\$295,000	\$335,000	\$618,850
Building Size:	28,270	5,832	16,993	17,538
Unadjusted Price/SF:		\$50.58	\$19.71	\$35.29
Adjustments				
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Consideration:	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions:	Stable	Stable	Stable	Stable
		\$50.58	\$19.71	\$35.29
Location:		Inferior	Similar	Superior
		20%	0%	-10%
Building Size (SF):	28,270	5,832	16,993	17,538
		-25%	-10%	-10%
Year Built:	1990 (EA 25 Years)	2014 (3)	1977 / 2009	1978 / 2008
		-44.0%	0.0%	0.0%
Finished Area %	31.38%	31.00%	23.00%	32.00%
		0%	5%	0%
Net Adjustments:		-49%	-5%	-20%
Adjusted Price/SF:		\$25.80	\$18.73	\$28.23

Improved Sales Analysis

The preceding sales were confirmed to offer the best indication of value of the subject via the Sales Comparison Approach. A number of sales were examined, and in the final analysis they were narrowed to the most comparable transactions.

There are several units of comparison generally employed in the analysis of office/warehouse and light industrial use properties. In this instance, the market dictates price per square foot index is most appropriate. The adjustment categories include location, size, finished area, and age.

All of the transactions were financed at market terms by third party financial institutions; hence, no adjustments for financing were required. If atypical financing were involved in the transaction, the appraiser would determine if those terms had a quantifiable effect on the sale price necessitating an adjustment.

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Each transaction was confirmed to be arm's length between willing buyers and sellers; therefore, no adjustments for abnormal conditions of sale were necessary. However, if a listing is included in the analysis, a downward adjustment is considered to reflect a typical cushion for negotiations. Nonetheless, the amount of adjustment, if any, would depend on the asking price as it relates to the market at that time. Some transactions might include a bank sale sometimes referred to as "short sale". An adjustment will be made if warranted based on the confirmation of that transaction.

Adjustments for time and price trends attempt to quantify changes in market conditions between the date of each sale and the date of the appraisal, based on current market conditions and available properties. All of the transactions are relatively timely, taking place from September, 2017 to July, 2020. Adjustment for this category would be based on any quantifiable appreciation or depreciation, typically identified through paired sales analysis.

Adjustments for location typically are associated with the general demographics of the area and property specific influences such as traffic counts, ingress/egress, proximity to linkages such as interstate and overall characteristics of an area. The sales were considered inferior in location and positive adjustments were applied to the sales.

Building size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in building size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment is applied. This category can also include adjustments for parcels that may have off-site retention and reflect a fully buildable lot. All of the sales are larger in total building size, and an upward adjustment was applied.

The effective age and condition of the sales are compared to the subject to determine if adjustments are necessary. The historical or chronological age of the structure is less meaningful than its effective age at the time of sale. Effective age is the age indicated by the condition and utility of the structure and is based on the appraiser's judgment and interpretation of market perceptions. Generally speaking, if one building is better maintained than other buildings in its market area, the effective age of the building may be less than its actual age. If a building is poorly maintained, its effective age may be greater than its actual age. If a building has received typical maintenance, its effective age and actual age may be the same. The subject was built in 1990 and estimated to have an effective age of 25 years. Buildings of similar construction have a typical life span of 50 years. A 2% annual depreciation adjustment was made to the sales based on their difference in age.

All of the buildings have similar lay-out as the subject with finished office area, as well as, warehouse/shop area. Land values were deducted from the sales to reflect building only values. After adjustments, the building unit values ranged from \$18.73 - \$25.80 per sf. Sales 2 was considered most similar to the subject. A building unit value within the range of sales, or \$20.00/sf was concluded for the subject building. To this, we added the adopted land value of \$195,000, resulting in a total value of \$760,400, rounded to \$760,000. Our math is as follows:

$$\begin{array}{r} 28,270 \text{ Square Feet of Building Area} \times \$20/\text{SF} = \$565,400 \\ \text{Land Value} = \underline{\$195,000} \\ \text{Total Value} = \$760,400 \end{array}$$

"As Is" Market Value via Sales Comparison Approach

\$760,000 - \$26.88/sf (Rounded)

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401
Income Approach

The Income Approach is typically the most heavily emphasized valuation technique for the appraisal of income producing real estate. This technique broadly consists of five steps:

- Estimate gross income for the subject through a market analysis of competitive properties;
- Estimate vacancy loss and operating expenses;
- Determine net operating income by subtracting the vacancy loss and operating expenses from gross income;
- Determine the appropriate capitalization technique and gather market supported data for its application;
- Capitalize net income to value.

We have researched market rents for similar properties to develop an income pro forma and apply capitalization analysis and reviewed rent levels for comparable properties. A rent comparable chart and comparable map is presented thereafter.

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401
RENTALS SUMMARY TABLE

	LOCATION	SIZE/SQ. FT.	TYPE	Unit Value/SF
	Subject Property	28,270	Office, Dist. W'house	
1	Industrial Maintenance Group 5182/5192 Highway 49, Hattiesburg, MS	19,000	Service W'house	\$3.54 Gross
2	Advanced Building Products 103 Industrial Drive, Hattiesburg, MS	25,000	Office, Dist. W'house	\$3.12 Gross
3	Penske Truck Rental 6839 Highway 49, Hattiesburg, MS	11,738	Office, W'house	\$7.11 Gross
4	Builders FirstSource 74 Liberty Place, Hattiesburg, MS	11,279	Two-level office	\$3.60 Gross

Rent Comparables Analysis

The chart above summarizes pertinent data regarding the comparable rental properties. Due to the layout of the facility as finished area and warehouse space, we have referred to several varying leases of space of similar design.

The range from the comparable rents is \$3.12 - \$7.11 per square foot on gross basis. In our evaluation of the subject, we have considered its overall condition and location. The building has a finished interior that is in average condition that would be utilized by a tenant that required office space and the warehouse portion of the building could also be utilized by a service end use, and appears to be well designed and functional.

Considering the location with proximity to Highway 49, Highway 98, and Interstate 59, the age, finish quality and the paved parking area, a market rental rate of \$3.75 per sf, at gross terms, has been adopted.

Exepenses

The lease rate adopted is gross terms, with the Lessor being responsible for real estate taxes, building insurance, and some maintenance items. Income and expense statements were not provided and therefore these items were estimated based on similar properties. These expenses are discussed below:

Vacancy & Collection Loss

The general vicinity of the subject property is an area of mixed commercial and industrial uses in the Hattiesburg Industrial Park. Due to theses uses over a period of time, the commercial corridor along Highway 49 and the Hattiesburg Industrial Park have been stable for some time. A 10% vacancy and collection charge has been deducted.

Real Estate Taxes:

The property is owned by the City of Hattiesburg and ad valorem taxes are exempt. In order to determine the ad volrem taxes we surveyed the surrounding properties in the industrial park. The range of taxes are vastly different for other properties. We relied on buildings of similar size and acreage. Large distribution

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

and manufacturing facilities were at the upper end of the range and were considered outliers compared to the subject. An estimated tax rate of \$8,025 was applied in our analysis.

Insurance:

The property owner has not provided the annual expense insurance charge. We considered a comparable 11,791 square foot office/warehouse building at a unit cost of \$0.18/sq. ft. Other similar buildings were considered and a rate of \$0.15/sq. ft. was adopted for the subject building. This has been included in the income statement.

Maintenance/ Miscellaneous:

The remaining annual expenses would be miscellaneous repairs. The landlord would be responsible for the structural building components, the roof, HVAC, plumbing and electrical, walls and downspouts. An annual maintenance charge of \$0.20/sq. ft based on other similar buildings was applied.

Management:

A management charge of 6% has been included.

Cap rate:

The building is currently occupied by a state entity. Thus, the projected lease income contains average risk.

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

RealtyRates.com MARKET SURVEY - 4th Quarter 2020*								
South - Class A & B Industrial Buildings								
	Memphis		Nashville		New Orleans		Region	
	VH Dist	Flex R&D	VH Dist	Flex R&D	VH Dist	Flex R&D	VH Dist	Flex R&D
Operating Data								
Income								
Asking Rent	\$4.28	\$8.28	\$6.05	\$11.92	\$5.80	\$12.70	\$4.32	\$8.86
Effective Rent	\$3.95	\$7.62	\$5.85	\$11.46	\$5.57	\$12.18	\$4.14	\$8.47
Reimbursable Exp.	\$1.66	\$3.62	\$1.75	\$3.83	\$1.54	\$3.35	\$1.31	\$2.87
Total Income	\$5.61	\$11.24	\$7.61	\$15.29	\$7.11	\$15.53	\$5.45	\$11.34
Vacancy Rate	8.9%	12.1%	4.4%	6.6%	7.5%	10.1%	5.6%	7.7%
EGI	\$5.11	\$9.88	\$7.27	\$14.28	\$6.58	\$13.96	\$5.15	\$10.46
Expenses								
Total Expenses	\$1.78	\$3.89	\$1.88	\$4.12	\$1.65	\$3.61	\$1.41	\$3.08
Expense Ratio	34.91%	39.37%	25.92%	28.83%	25.13%	25.84%	27.44%	29.48%
NOI	\$3.32	\$5.99	\$5.39	\$10.16	\$4.93	\$10.35	\$3.73	\$7.38
Investment Data								
Avg Sale Price	\$41	\$70	\$62	\$107	\$60	\$111	\$44	\$78
OAR	8.1%	8.6%	8.7%	9.5%	8.2%	9.3%	8.5%	9.5%
GRM	10.38	9.18	10.59	9.34	10.77	9.12	10.57	9.16
EGIM	8.03	7.08	8.53	7.50	9.12	7.95	8.50	7.41
*3rd Quarter 2020 Data					Copyright 2020 RealtyRates.com™			

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Fee Simple Pro Forma				
Potential Gross Income				
<u>Sq. Ft.</u>	<u>Property Type</u>	<u>/SF</u>	<u>Per</u>	<u>Annum</u>
28,270 sf	Office/Warehouse Area	\$3.75		\$106,013
Less: Vacancy & Collection Loss	10%			<u>-\$10,601</u>
Effective Gross Income				\$95,412
<u>Expenses</u>				
<u>Fixed</u>				
Real Estate Taxes - Estimated				\$8,025
Insurance – Estimated				\$4,241
<u>Variable</u>				
Maintenance & Repair				\$5,654
Management (6% of EGI)				\$5,725
Total Expenses				\$23,645
Net Operating Income				\$71,767

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

We have derived capitalization rates via the Band of Investment and debt coverage ratio methods. The summary of our analysis is based on current market financing terms and acceptable debt coverage ratio for the particular subject property grade.

Capitalization Rate Analysis					
Mortgage Interest Rate	5%	Loan To Value Ratio	80%		
Typical Market Points	100.00	Debt Coverage Ratio	1.20		
Loan Term (Years)	20	Equity Dividend Rate	10.00%		
Band of Investment					
Mortgage Constant		Loan Ratio			
0.07919	x	80%	=	0.0634	Mortgage Component
Equity Dividend Rate		Equity Ratio			
10%	x	0.20	=	0.02	Equity Component
Capitalization Rate				8.34%	
Debt Coverage Ratio Analysis					
Debt Coverage Ratio	x	LTV	x	Mortgage Constant	
1.20	x	80%	x	0.07919	= 0.076027
Capitalization Rate				7.60%	

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

CAPITALIZATION RATES

No.	Location	Sale Date	Cap Rate indicated	Building Size (SF)	Comments
1.	3126 8th Street, Meridian, MS	04/30/2018	9.91%	8,234	Office near downtown
2.	2602 13th Street, Gulfport	12/29/2016	8.65%	20,805	Good quality downtown restaurant and office
3.	541 Central Avenue, Laurel, MS	06/30/2016	11.11%	5,477	Downtown Office/ residential building
4.	2007 Hwy 15 N, Laurel, MS	04/20/2016	10.22%	9,080	Established retail building on Highway 15
5.	59 Management Drive, Laurel, MS	03/14/2016	9.50%	16,993	Industrial building lease

Overall, the band investment indicates cap rates from 7.60-8.34%, with local sales indicating cap rates from 8.65-11.11%. The subject is located in the Hattiesburg Industrial Park. This market is stable, although some risk is seen. Due to the location and limited end use of the subject building, some amount of risk to a potential purchaser would be considered, most likely in a longer absorption period. However, this could be tempered by the potential for a tenant who identifies the location appropriate for a regional service or distribution area. Considering all factors, a cap rate within the indicated range from 8.65-11.11%, or 9.75% was concluded as an appropriate cap rate for the subject building.

The NOI is transformed into a value opinion by the formula $V = I/R$, where V = value, I = NOI and R = overall rate. Therefore, the following capitalizes value for the property:

$$\$71,767 \div 9.75\% = \$736,072$$

“As Is” Market Value via Income Approach Rounded. \$736,000

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

Reconciliation and Final Value Conclusions

The sales comparison approach and income approach were given most preference, with values from \$736,000-\$760,000. Overall, considering both approaches, a value of \$750,000 was concluded for the subject. This results in indicators of \$26.53/sf on a gross basis (land & improvements), \$19.63/sf for the improvements only. The indicators are all reasonable in comparison to the collected market data. Therefore, it is our opinion the market value of the subject property as of January 7, 2021 as follows:

Market Value Conclusions	“As Is”
Land Value	\$195,000
Sales Comparison Approach	\$760,000
Income Approach	\$736,000
Final Value Conclusion	\$750,000

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

ADDENDA

APPRAISAL ASSUMPTIONS

This appraisal report has been made with the following assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, local environmental regulations and laws unless a noncompliance is stated, defined and given consideration in the appraisal report.
8. It is assumed that all applicable zoning/use regulations and restrictions have been complied with, unless it has been otherwise stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, certificate of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and/or improvements are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

LIMITING CONDITIONS

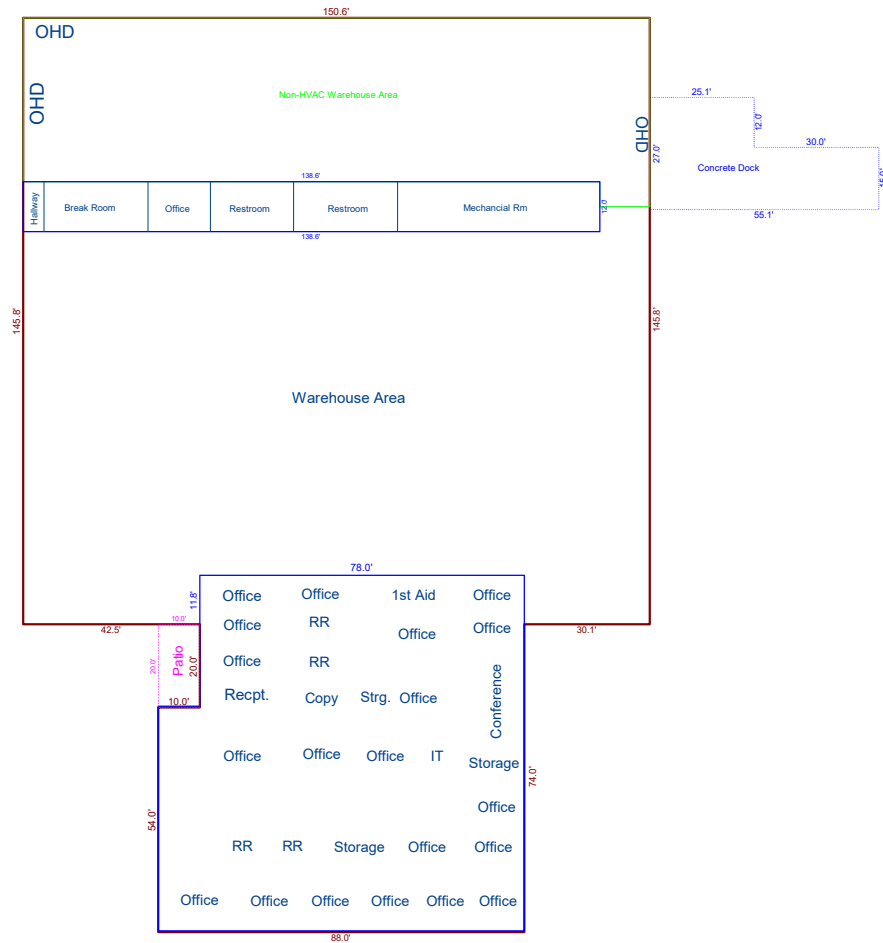
This appraisal has been made with the following limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) will be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, any effect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.

SKETCH/AREA TABLE ADDENDUM

SUBJECT INFO			
File No.:	Parcel No.:		
Property Address:			
City:	County:	State:	ZipCode:
Owner:			
Client:	Client Address:		
Appraiser Name:	Inspection Date:		

SKETCH



Sketch by Apex Sketch

[illegible]

National Flood Hazard Layer FIRMMette



89°17'18"W 31°16'16"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **1/22/2021 at 12:25 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

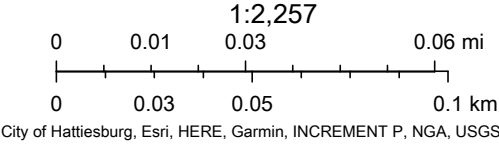
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Ability Works



1/7/2021, 9:35:34 AM

- Parcels
- SECTION_LN
- LOTLINE
- Imagery2015



Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 1/ 7/2021

Tax Year 2019

APPRAISAL INQUIRY

PARCEL 2-0411-34-013.00 **ALT PARCEL NUMBER** 265 -0334-001-001.01

PPIN 033387 **SKETCH** 1 [VIEW 01](#)

OWNER NAME CITY OF HATTIESBURG

OWNER ADDRESS P O BOX 1898
HATTIESBURG MS39401

PROPERTY ADDRESS

PROPERTY IS VACANT (Y/N) N

FIELD WORK BY **DATE:** //

CLASS BY **DATE:** //

REVIEWED BY H/T **DATE:** 6/20/2017

REALTOR CODE

LEGAL DESCRIPTION

1 COM AT THE SW COR OF SD LT 1 &
2 RUN S 89DG E ALG N ROW LN OF
3 JOHN MERLETATUM INDUSTRIAL DR
4 300FT TO POB S 89DG E 475FT N
5 02DG W 367.5FT M/L TO A PT ON
6 THE N LN OF LT 3 S89DG WALG N
7 LN OF LT 3,2&1 FOR 475FT 502
8 DG 3 365.5FT TO POB COMP 4 AC

Block 001 Section 01 Township 01N Range 13W

LOT INFORMATION

LOT CODE 0334 LOT SIZE LOT VALUE

CODE FRONT FT DEPTH PRICE DEPTH TABLE DEPTH % ADJ. % DESCRIPTION ADJ PRICE APPRAISED CLASS

*** NO LOT INFO ***

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET

4.00 3 2 M C 35000.00 1.00 140000 140000

ACREAGE VALUE 140000 **OVERALL VALUE** 140000

LAND USE CODE CLASS 1

LAND USE CODE CLASS 2

BUILDING DESCRIPTIONS

<u>NUMBER</u>	<u>CODE</u>	<u>BUILDING DESCRIPTION</u>	<u>VALUE</u>	<u>ELIGIBLE CLASS 1</u>
001	030	OFFICE	264510	N
002	039	WAREHOUSE	300230	N
003	039	WAREHOUSE	108900	N
004	A15	CONCRETE DOCK	5010	N

TOTAL PARCEL VALUE 818650



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QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ☐ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ☐ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

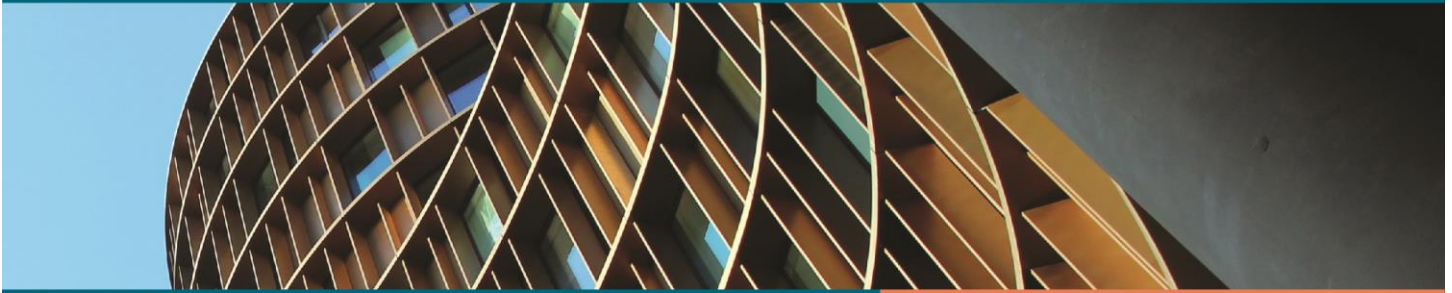
Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401

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

18 JM Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401





The insight you need. The independence you trust.

Office/Warehouse

Single-tenant office/warehouse building
18 J M Tatum Industrial Drive
Hattiesburg, Mississippi 39401

BBG File #0122023368

Client File #103773 / 2209-103253-001

Prepared For

Ms. Amanda Gholston
Cadence Bank
2778 West Jackson St., Building C
Tupelo, MS 38802

Report Date

November 9, 2022

Prepared By

BBG, Inc., Ridgeland Office
617 Renaissance Way
Ridgeland, MS 39157
601-714-1665

Client Manager: John Praytor, MAI, AI-GRS
jpraytor@bbgres.com

BBG Website

bbgres.com

November 9, 2022

Ms. Amanda Gholston
Cadence Bank
2778 West Jackson St., Building C
Tupelo, MS 38802

Re: Appraisal of Real Property
Office/Warehouse
18 J M Tatum Industrial Drive
Hattiesburg, Mississippi 39401
BBG File #0122023368
Client File #103773 / 2209-103253-001

Dear Ms. Gholston:

In accordance with your authorization (per the engagement letter found in the *Addenda* of this report), an Appraisal Report of the above-referenced property has been prepared.

The subject is an industrial property built in 1990. The subject contains 28,305 in gross building area; 31% is built-out office space and 71% of the building is heated and cooled. The property is currently occupied by a State agency but is not encumbered with a lease. The proposed renovation includes demolition of the warehouse area and a rebuild containing the same square footage with taller eave and ceiling heights. After the proposed renovations, the subject will be 100% heated and cooled.

The subject, owned by The City of Hattiesburg, is not listed for sale nor under contract. The adjoining property owner, Charles McCaffrey, is contemplating purchasing the property in order to expand his business operations of food manufacturing. A sales price has not been established.

This Appraisal Report was prepared to conform with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), the appraisal guidelines set forth in Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and the December 2010 Interagency Appraisal and Evaluation Guidelines. This report has been written in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. In addition, this report is intended to comply with additional requirements of Cadence Bank (client) as applicable. This report is intended to be used by the intended user(s) named herein; no other party may rely upon the opinions presented in this report.

EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions might have affected the assignment results.

Extraordinary Assumption(s)	A budget proposal for construction was submitted, however we were not provided with building plans. The borrower states the proposed renovations include demolition of the existing warehouse area in order to rebuild a warehouse with 20' eave heights and 24' ceiling heights. We are appraising the subject under the extraordinary assumption that the renovations will be completed as stated on the existing footprint as indicated by the borrower.
------------------------------------	---

Hypothetical Condition(s)	This appraisal employs no hypothetical conditions.
----------------------------------	--

Based on the analysis undertaken, the following value opinion(s) have been developed.

MARKET VALUE CONCLUSION(S)			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Prospective Market Value - As Complete	Fee Simple	May 5, 2023	\$1,715,000
Market Value - As Is	Fee Simple	October 5, 2022	\$640,000

This letter must remain attached to the report, which should be transmitted in its entirety, in order for the value opinion(s) set forth above to be relied upon by the intended user(s).

BBG, Inc. appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact the Client Manager.

Sincerely,



John Praytor, MAI, AI-GRS
MS Certified General Appraiser
License #: GA 369
601-499-0215
jpraytor@bbgres.com



Dorothy Hodge-Wells
MS Certified General Appraiser
License #: GA-1419
228-860-3285
dhodgewells@bbgres.com

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SUBJECT PROPERTY



AERIAL PHOTOGRAPH



SUMMARY OF SALIENT FACTS

APPRAISAL INFORMATION

Client	Cadence Bank 2778 West Jackson St., Building C Tupelo, MS 38802
Intended User(s)	This appraisal report may only be relied upon by the client and intended user(s) named herein Cadence Bank, its successors or assigns, and/or participants.
Intended Use	This appraisal is to be used for loan underwriting and/or credit decisions by the Bank and/or participants purposes.
Values Concluded	Prospective Market Value Market Value As Is
Property Rights Appraised / Premise	•Prospective Market Value of the Fee Simple interest in the subject property, As Complete as of May 5, 2023 •Market Value of the Fee Simple interest in the subject property, As Is as of October 5, 2022
Premise Summary	As Complete Prospective Market Value - May 5, 2023 As Is Market Value - October 5, 2022
Date of Inspection	October 5, 2022
Report Date	November 9, 2022
Marketing Time	12 months
Exposure Time	12 months
Owner of Record	City of Hattiesburg
Property Contact(s)	Charles McCaffrey, prospective purchaser, was interviewed several times via phone and during the inspection.
Most Probable Purchaser	Owner-User
If Vacant	Light industrial use
As Improved	Industrial Facility

PROPERTY DATA	
Property Name	Office/Warehouse
Address	18 J M Tatum Industrial Drive Hattiesburg, Mississippi 39401
Location	Subject is located along the north side of J M Tatum Industrial Drive, approximately 400 feet east of Highway 49 within Forrest County, Hattiesburg, Mississippi.
Property Description	Industrial (Flex Space) Single-tenant office/warehouse building
County	Forrest
Parcel Number	2-041I-34-013.00
Legal Description	See deed in addenda
Primary Site	190,793 square feet (4.38 acres)
Total	190,793 square feet (4.38 acres)
Zoning	I-1; Light Industrial
Flood Status	Zone X (unshaded) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.
Year Built	1990
Year Renovated	Proposed for 2023
Type of Construction	Metal
Number of Buildings	1
Gross Building Area	28,305 square feet
Net Rentable Area	28,305 square feet
Total Number of Units	1
Overall Condition	Average/Good
Overall Quality	Average
Overall Design/Functionality	Average

FINANCIAL INDICATORS AND PRO FORMA OPERATING DATA		
Financial Indicators		
Current Occupancy		100.00%
Stabilized Occupancy		95.00%
Stabilized Collection Loss		0.00%
Overall Capitalization Rate		8.00%
Pro Forma Operating Data	Total	Per SF
Effective Gross Income	\$188,228	\$6.65
Operating Expenses	\$49,498	\$1.75
Expense Ratio	26%	
Net Operating Income	\$138,730	\$4.90

MAJOR ANALYSIS:

- This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered meaningful and applicable in developing a credible value conclusion. The client also requires an insurable value of the improvements.
- The attributes of the subject
 - Subject is 100% occupied however no lease is in place.
 - Borrower is the adjacent property owner to the east. He is wanting to acquire the subject to expand his current operations. The warehouse area will not accommodate his needs and therefore he plans to demolish and rebuild a new warehouse area with 21' clear heights. The estimate provided is \$1,075,000.
 - Subject was constructed in 1990 and according to the current tenants, has significant roof leaks stating over 40 patches have been done. The interior office area has several signs of water damage on the ceiling. According to the borrower, the construction estimate does not include a new roof for the office area. Recall it is the warehouse area being demolished and rebuilt; the office area will remain as is according to the borrower.
 - The tenants also mentioned issues with flooding during heavy rains along the south and west side of the building, affecting the parking area. Flood waters have not entered the building according to the tenants. The drainage ditch along the west side of the site is extremely overgrown which may contribute to the flooding.
- Competitive nature of the immediate market
 - The subject's regional area has been stable with growth consistent with nationwide benchmarks. The local area has seen an increase in the population and median household income which has a positive influence on the subject's competitive position.
- Due diligence for comparable searches
 - We searched CoStar, our internal database, local MLS platforms, and surveyed local market participants for improved sales. We chose the comparable sales based on location, property use, and size. Due to the limited number of sales within our initial search parameters, we expanded our search to include surrounding competitive markets.
 - We searched CoStar, our internal database, local MLS platforms, and surveyed local market participants for lease data. We chose the comparable leases based on location, property use, and size. Due to the limited number of leases within our initial search parameters, we expanded our search to include surrounding competitive markets.
- We give equal emphasis to both value approaches. The most probable purchaser of the subject "As Is" is an owner-user as there are no long-term leases in place.

RISK SUMMARY

Advantages	All of the comparables utilized within the Sales Comparison Approach were recent sales and none warranted a market conditions adjustment.
Challenges	The subject has not been well-maintained and has deferred maintenance items. The subject property is of older construction and may require more ongoing upkeep to maintain its economic life. A small portion of the subject site lies within the 100-year floodplain. The drainage ditch along the west side of the site is extremely overgrown which may contribute to flooding on the site as reported by the tenants. The subject is located in a secondary/tertiary market.

VALUE INDICATIONS**As Complete as of May 5, 2023**

Cost Approach	Not Developed		
Land Value	Not Developed		
Sales Comparison Approach	\$1,700,000	\$60.06	Per Square Foot (GBA)
Income Capitalization Approach			
Direct Capitalization	\$1,730,000	\$61.12	Per Square Foot (GBA)
Approach Reliance	Sales Comparison Approach, Income Capitalization Approach (Equally)		
Value Conclusion - As Complete	\$1,715,000	\$60.59	Per Square Foot (GBA)
Insurable Replacement Cost	Not Developed		
Exposure Time (Months)	12		
Marketing Time (Months)	12		

As Is as of October 5, 2022

Cost Approach	Not Developed		
Land Value	Not Developed		
Sales Comparison Approach	\$620,000	\$21.90	Per Square Foot (GBA)
Income Capitalization Approach			
Direct Capitalization	\$660,000	\$23.32	Per Square Foot (GBA)
Approach Reliance	Sales Comparison Approach, Income Capitalization Approach (Equally)		
Value Conclusion - As Is	\$640,000	\$22.61	Per Square Foot (GBA)
Exposure Time (Months)	12		
Marketing Time (Months)	12		

EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions might have affected the assignment results.

Extraordinary Assumption(s)	A budget proposal for construction was submitted, however we were not provided with building plans. The borrower states the proposed renovations include demolition of the existing warehouse area in order to rebuild a warehouse with 20' eave heights and 24' ceiling heights. We are appraising the subject under the extraordinary assumption that the renovations will be completed as stated on the existing footprint as indicated by the borrower.
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Hypothetical Condition(s)	This appraisal employs no hypothetical conditions.
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PROPERTY TRANSACTION HISTORY

The subject is not currently listed for sale, nor is it the object of a sales contract. The subject has not transferred in the last 3 years.

Recent Transaction	
Sale Date	January 5, 1989
Deed Book/Page	Forrest County, Warranty Deed 608/254
Sale Price	Unknown
Grantor	Forrest County Industrial Park Commission
Grantee	The City of Hattiesburg
Comments	Assumed to be an arm's length transaction

There have been no other known transactions of the subject property within the three years prior to the effective date of this appraisal.

SCOPE OF WORK

The scope of work best defines the needs of the client(s) and intended user(s) of the report and dictates what factors an appraiser considered during the valuation process. The scope of work summarized below has been deemed acceptable as it meets or exceeds both the expectations of parties who are regularly intended users for similar assignments and what an appraiser's peers' actions would be in performing the same or a similar assignment. As such, the scope of work summarized below is deemed appropriate for this assignment based on its parameters and will produce credible assignment results. Additional scope details are included in appropriate sections of this report.

SCOPE OF THE INVESTIGATION	
General and Market Data Analyzed	- Regional economic data and trends - Market analysis data specific to the subject property type - Published survey data - Neighborhood demographic data - Comparable cost, sale, rental, expense, and capitalization rate data - Floodplain status - Zoning information - Assessor's information - Interviewed professionals knowledgeable about the subject's property type and market
Inspection Details	An interior/exterior inspection of the property was performed by Dorothy Hodge - Wells on October 5, 2022.
Property Specific Data Requested and Received	PROPERTY DATA RECEIVED Renovation budget Previous appraisal
Data Requested, but not Provided	DATA REQUESTED, BUT NOT PROVIDED Floor plans Building plan Site plan Phase 1 ESA Title report ALTA survey
Data Sources	DATA SOURCES

VALUATION METHODOLOGY	
Most Probable Buyer	To apply the most relevant valuation methods and data, the appraiser must first determine the most probable buyer of the subject property. Based on the analyses presented, the most probable buyer of the subject property would be a(n) Owner-User
Valuation Methods Utilized	This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered meaningful and applicable in developing a credible value conclusion. The subject's age makes it difficult to accurately form an opinion of depreciation and tends to make the Cost Approach unreliable. Investors do not typically rely on the Cost Approach when purchasing a property such as the subject

of this report. Therefore, we have not employed the Cost Approach to develop an opinion of market value. The client also requires an insurable value of the improvements.

DEFINITIONS

Pertinent definitions, including the definition of market value, are included in the glossary, located in the *Addenda* of this report. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States:

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. ^[1]

LEVEL OF REPORTING DETAIL

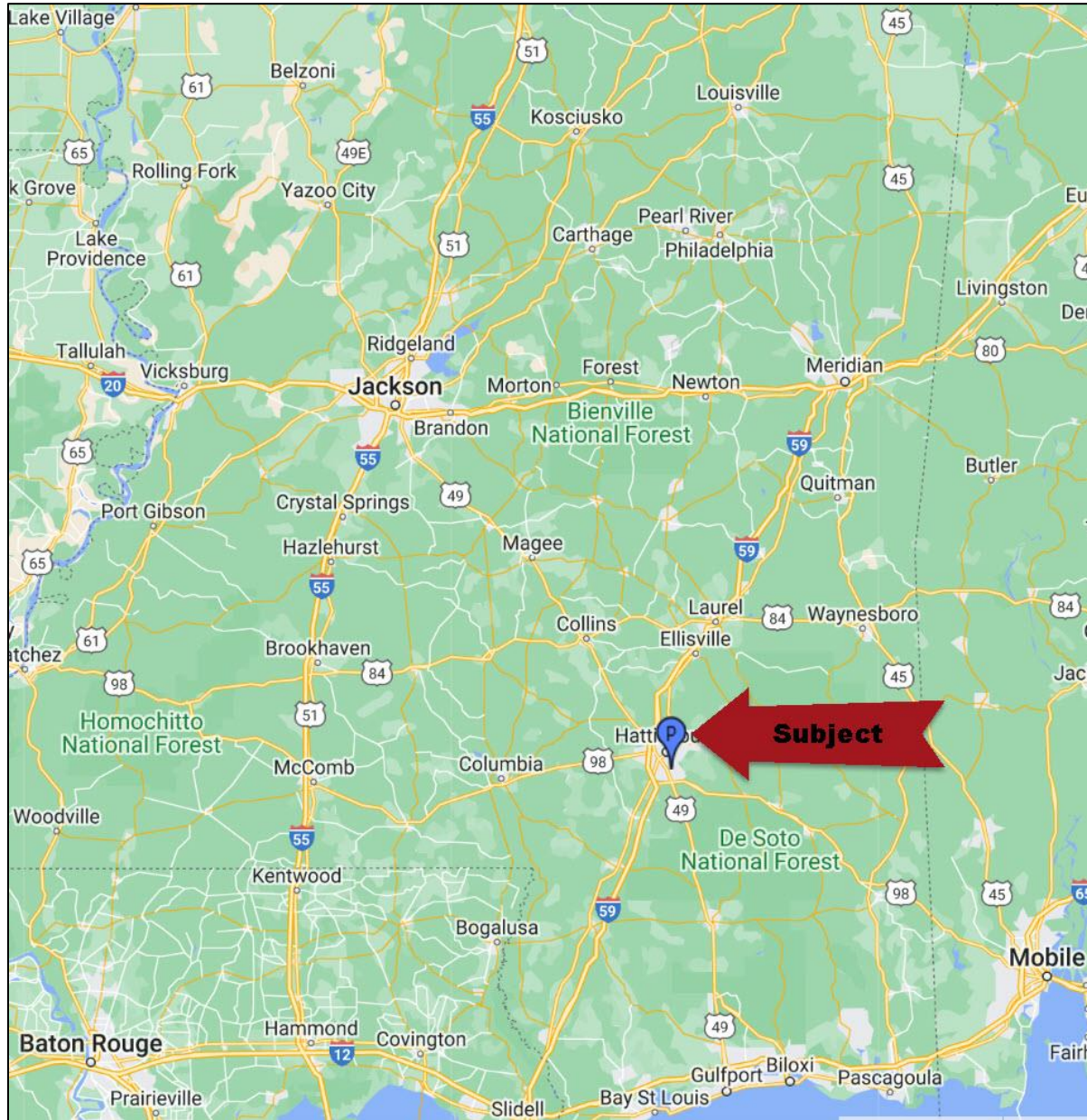
Standards Rule 2-2 (Real Property Appraisal, Reporting) contained in USPAP requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report.

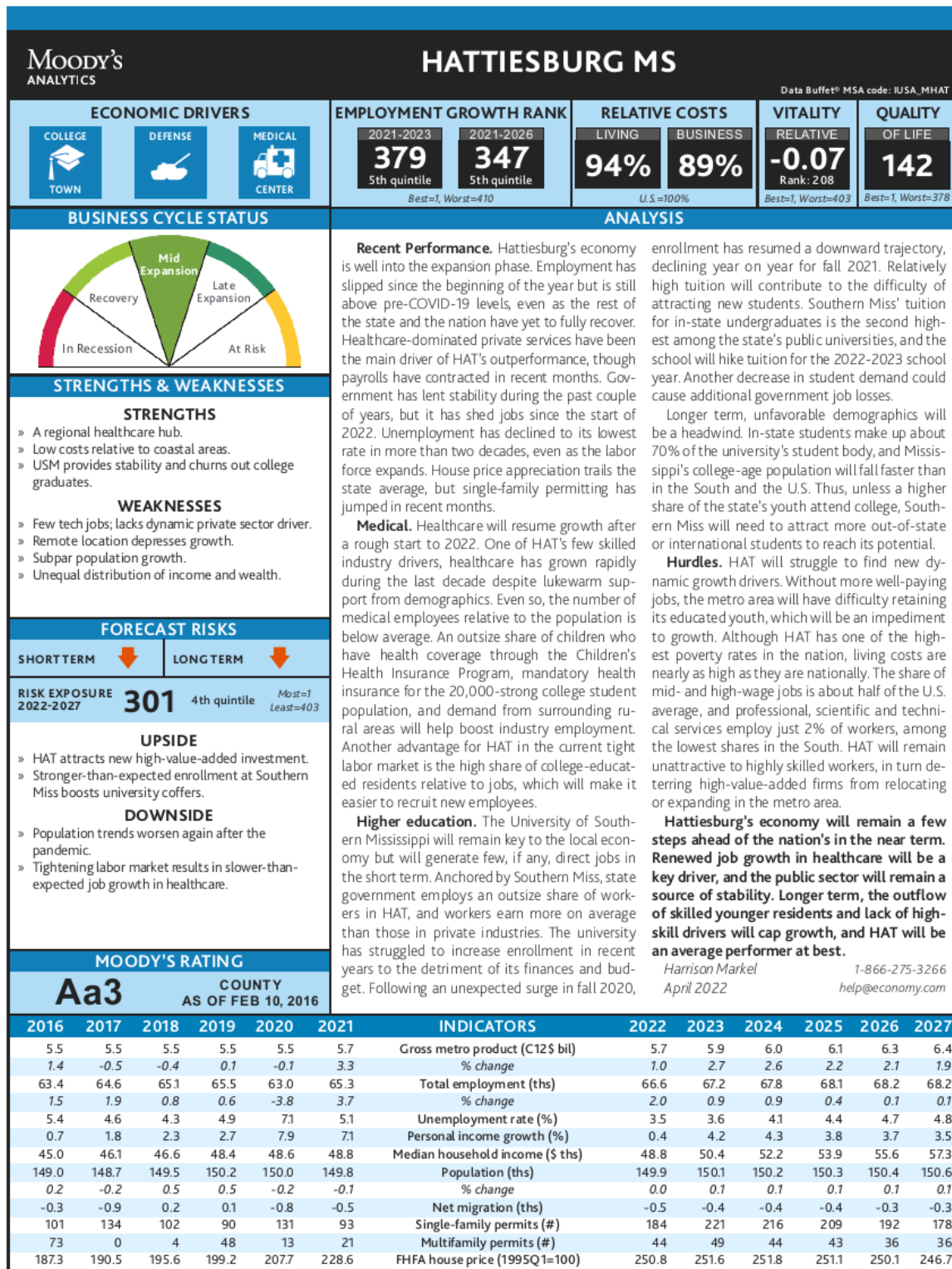
This report is prepared as an **Appraisal Report**. An Appraisal Report must at a minimum summarize the appraiser's analysis and the rationale for the conclusions.

^[1] (Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472)

REGIONAL OVERVIEW

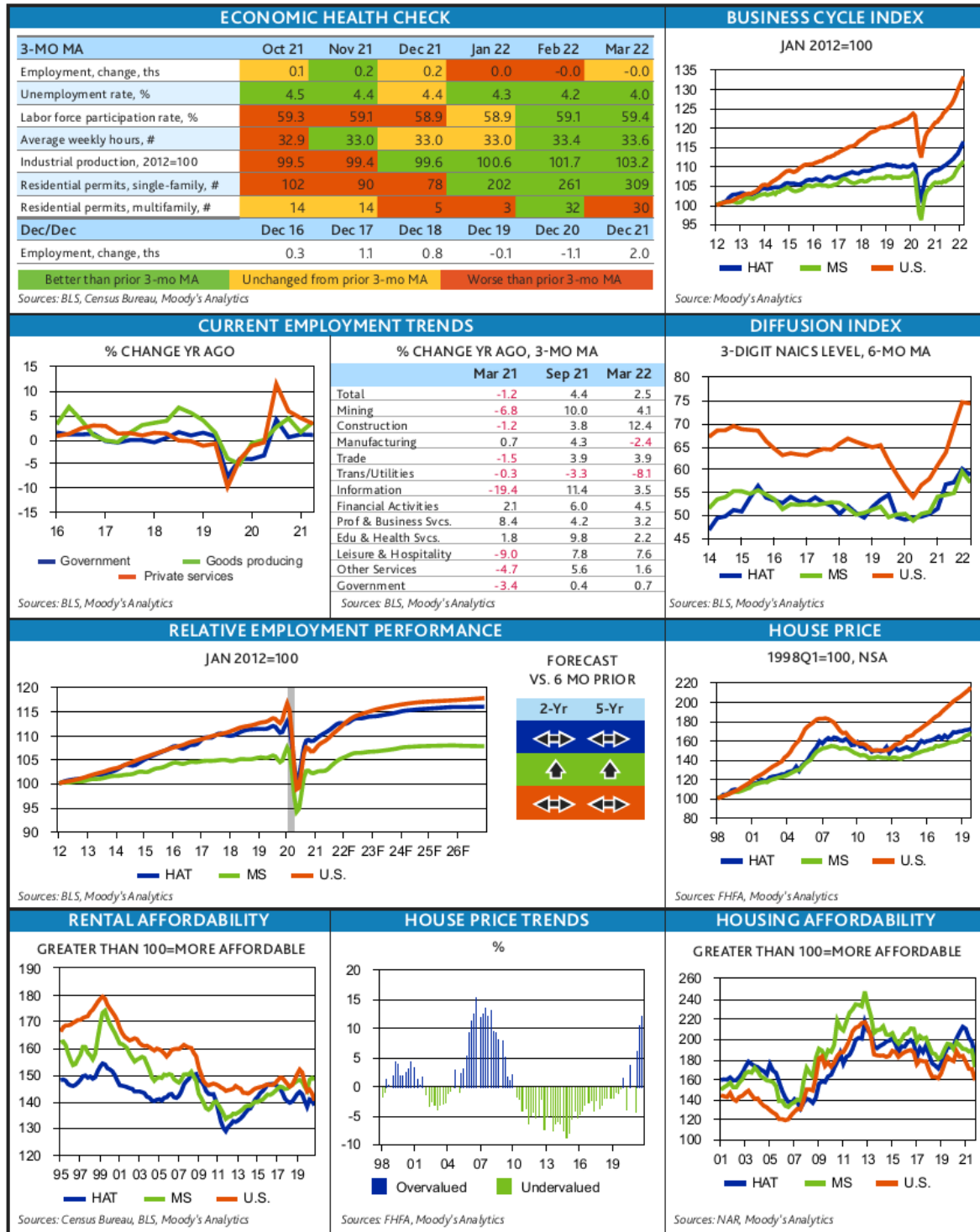
REGIONAL MAP





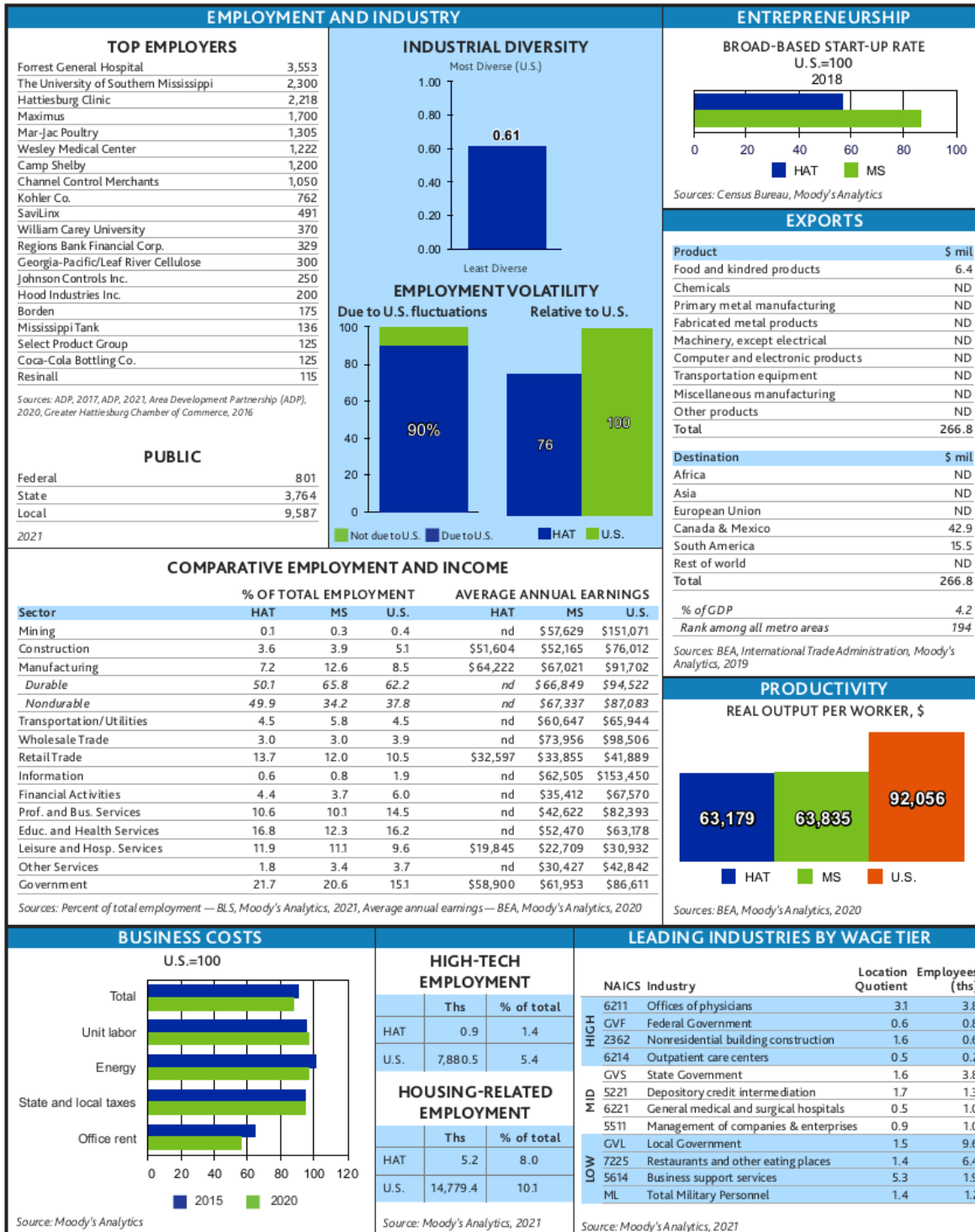
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BUSINESS COSTS

U.S.=100

2015 2020

Source: Moody's Analytics

HIGH-TECH EMPLOYMENT

	Ths	% of total
HAT	0.9	1.4
U.S.	7,880.5	5.4

HOUSING-RELATED EMPLOYMENT

	Ths	% of total
HAT	5.2	8.0
U.S.	14,779.4	10.1

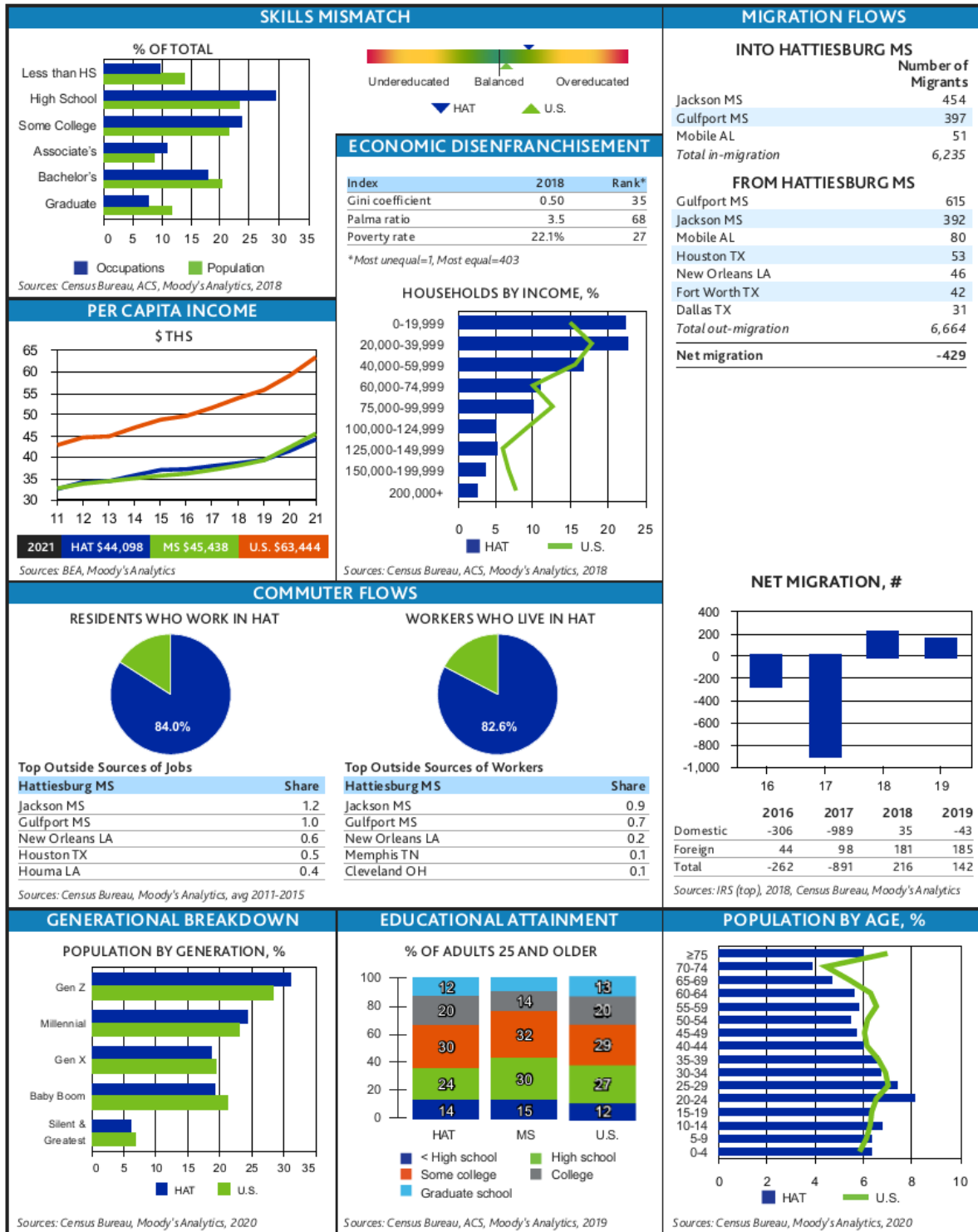
Source: Moody's Analytics, 2021

LEADING INDUSTRIES BY WAGE TIER

NAICS Industry	Location Quotient	Employees (ths)
6211 Offices of physicians	3.1	3.8
CVF Federal Government	0.6	0.8
2362 Nonresidential building construction	1.6	0.6
6214 Outpatient care centers	0.5	0.2
GVS State Government	1.6	3.8
5221 Depository credit intermediation	1.7	1.3
6221 General medical and surgical hospitals	0.5	1.0
5511 Management of companies & enterprises	0.9	1.0
GVL Local Government	1.5	9.6
7225 Restaurants and other eating places	1.4	6.4
5614 Business support services	5.3	1.9
ML Total Military Personnel	1.4	1.2

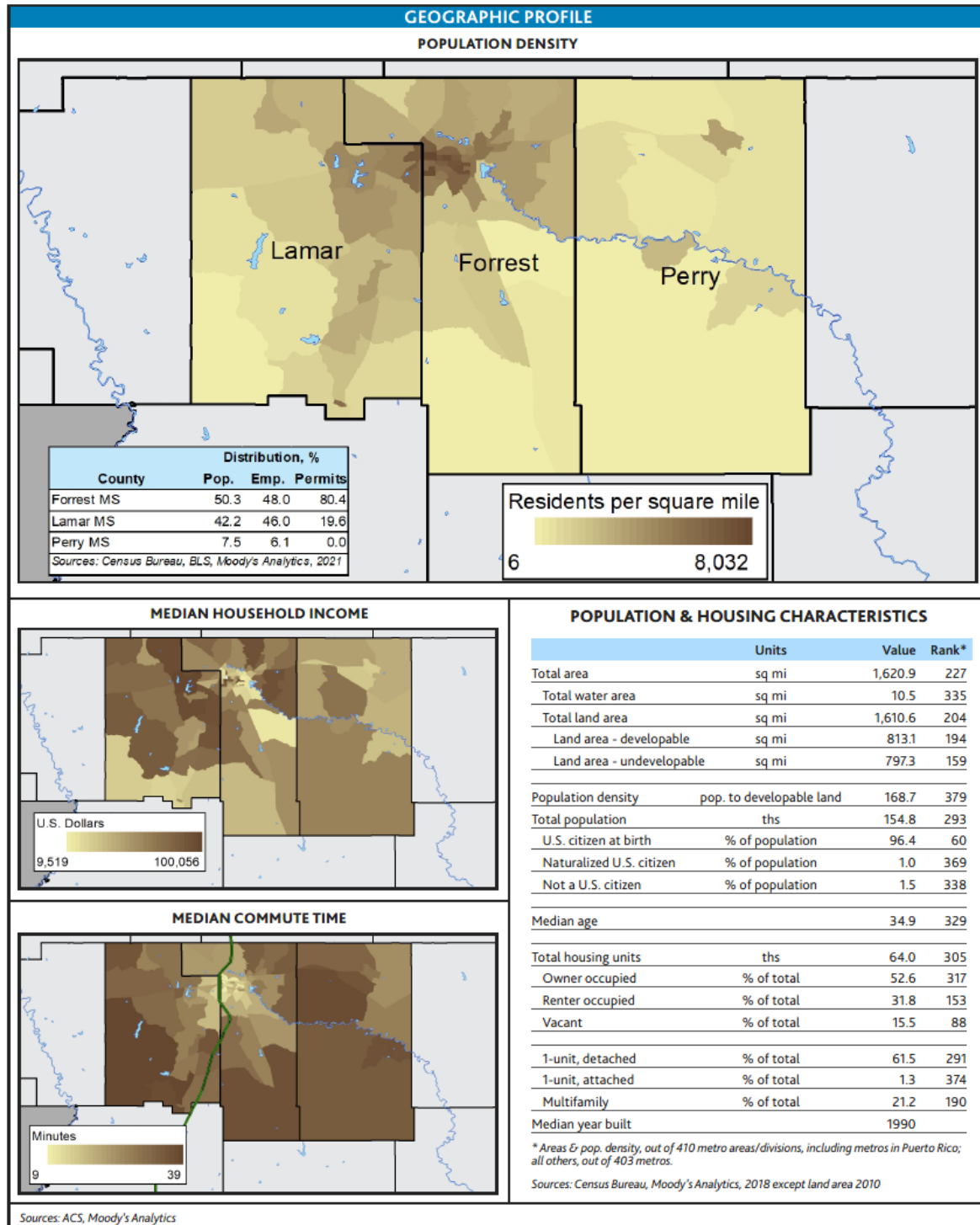
Source: Moody's Analytics, 2021

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REGIONAL AREA OUTLOOK AND CONCLUSIONS

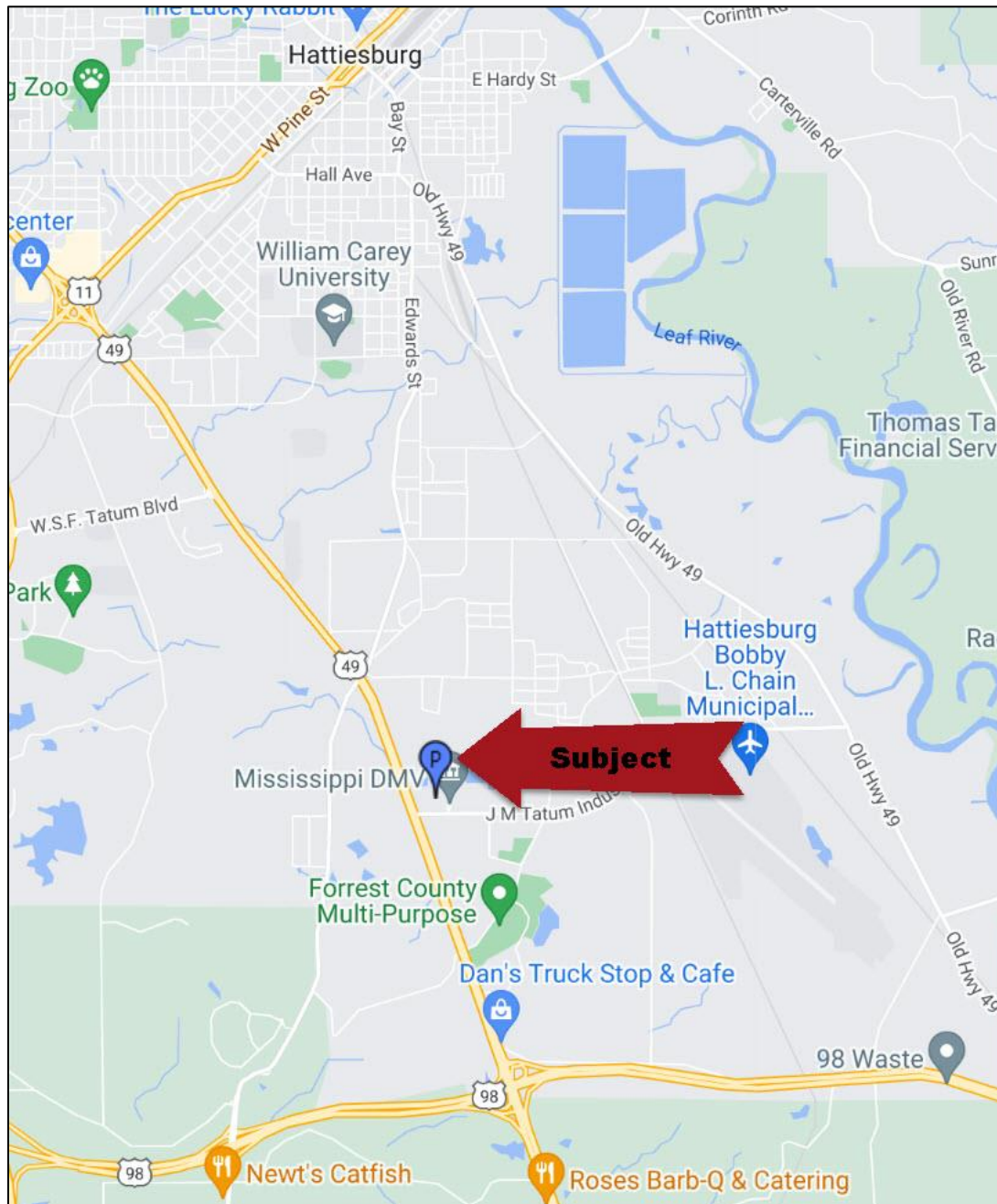
REGIONAL ANALYSIS			
Predominant Property Use(s)	Industrial	Market Trend	Stable
Overall Real Estate Values	Stable	Estimated Marketing	12 months
		Estimated Exposure	12 months
Rental Rate Trends	Rental rates appear constant, however, due to the increased construction costs and the anticipated increase in the cost of capital, we expect to see an increase in rental rates		
Capitalization Rate Trends	Capitalization Rates have begun to climb due to the cost of capital increases. This trend is expected during this period of rising interest rates and will stabilize once interest rates stabilize. However, due to continued concerns with inflation, we anticipate uncertainty within the markets thus creating instability with capitalization rates.		
Supply Summary	Due to increases in construction costs and increasing interest rates, we anticipate supply constraints. Supply will return to normal levels once capitalization rates and rental rates correlate with the cost of capital.		
Demand Summary	Demand appears to remain stable, however, uncertainty with interest rates has increased instability with pricing. The impact of the supply constraints along with market volatility may provide pricing concessions to support the demand side. We expect pricing considerations to continue during this period of instability.		

The subject's regional area economic conditions are expected to have a neutral impact on the subject. We anticipate the regional area economy will improve and employment will grow, strengthening the demand for commercial property.

NEIGHBORHOOD OVERVIEW

The subject is located along the north side of J M Tatum Industrial Drive, approximately 400 feet east of Highway 49 within Forrest County, Hattiesburg, Mississippi.

NEIGHBORHOOD MAP



LAND USE

Surrounding Land Uses	
Character of Area	Suburban
Predominant Age of Improvements (Years)	25
Predominant Quality and Condition	Average
Approximate Percent Developed	60
Infrastructure and Planning	Average
Location of Undeveloped Land	East
Prevailing Direction of Growth	East
Immediate Subject Surroundings	
Highway Access	Average
Demand Generators	Average
Convenience to Support Services	Average
Convenience to Public Transit	Average
Employment Stability	Average
Neighborhood Amenities	Average
Police and Fire Protection	Average
Barriers to Entry	Average
Value Trends	Average
Property Compatibility	Average
Immediate Subject Surroundings	
North	Industrial
South	Office
East	Industrial
West	Industrial

COMPARATIVE DEMOGRAPHIC ANALYSIS FOR PRIMARY TRADE AREA			
Description	18 J M Tatum Industrial - 1 mi.	18 J M Tatum Industrial - 3 mi.	18 J M Tatum Industrial - 5 mi.
	Totals	Totals	Totals
Population			
2027 Projection	727	9,017	33,015
2022 Estimate	727	8,960	33,491
2010 Census	692	8,544	34,455
2000 Census	552	6,173	32,697
2022 Est. Median Age	32.45	28.98	34.52
2022 Est. Average Age	35.48	32.49	37.28
Households			
2027 Projection	258	2,950	12,718
2022 Estimate	259	2,946	12,910
2010 Census	252	2,865	13,203
2000 Census	209	2,047	12,476
2022 Est. Average Household Size	2.91	2.90	2.50
2022 Est. Households by Household Income (%)			
Income < \$15,000	20.5	21.4	17.5
Income \$15,000 - \$24,999	13.1	13.9	12.4
Income \$25,000 - \$34,999	19.7	16.5	13.4
Income \$35,000 - \$49,999	20.5	17.8	15.5
Income \$50,000 - \$74,999	10.0	13.0	17.1
Income \$75,000 - \$99,999	6.6	6.4	8.8
Income \$100,000 - \$124,999	3.5	3.5	5.1
Income \$125,000 - \$149,999	2.3	3.0	3.6
Income \$150,000 - \$199,999	1.9	2.4	3.1
Income \$200,000 - \$249,999	0.4	0.7	1.4
Income \$250,000 - \$499,999	0.8	1.1	1.6
Income \$500,000+	0.4	0.4	0.6
2022 Est. Average Household Income	\$47,367	\$50,593	\$60,370
2022 Est. Median Household Income	\$33,180	\$33,870	\$40,908
2022 Est. Tenure of Occupied Housing Units (%)			
Owner Occupied	51.7	45.4	56.1
Renter Occupied	48.3	54.6	43.9
2022 Est. Median All Owner-Occupied Housing Value	\$87,511	\$97,090	\$136,259
Source: 2022 Claritas, Inc.			

SURROUNDING AREA CONCLUSIONS

The surrounding area appears to have a positive neutral on the subject's property competitive position. Given the history of the area, it is anticipated that the property values will remain stable in the near future.

MARKET ANALYSIS

HATTIESBURG INDUSTRIAL MARKET

Costar is the source for the following data. The data reflects conditions of 2022 Q2, the most recent data available. The initial discussion provides information on the overall Hattiesburg Industrial market.

CoStar's 2021Q4 Base Case forecast is based on the Oxford Economics Baseline scenario published on December 21, 2021, which incorporates the strong growth experienced in the fourth quarter despite the emergence of the Omicron variant. The outlook for the first quarter of 2022 envisions a moderate pullback in activity because of the variant followed by some recovery in the early spring, driving economic growth in the first quarter to about 3.4% annualized. Economic growth in 2022 is expected to reach a relatively strong 4.4%. After losing roughly 9.1 million jobs in 2020 and recovering about 6.2 million jobs in 2021, about 1.1 million jobs are added in the first quarter and about 3.5 to 4 million by year end. The unemployment rate falls below 4% in the second quarter. Employment returns to its pre-COVID peak in the fourth quarter of 2022. Thereafter, job growth slows gradually to about 0.3% per year in 2024 before returning to its long run growth rate of 0.6%. Solid aggregate demand amid lingering supply constraints led to inflation rising sharply in the fourth quarter of 2021. Headline and core PCE rose to their highest rates in decades but are expected to peak in the first quarter of 2022 as supply constraints ease, with core PCE falling to about 3.0% before mid-year. In response to higher prices, the Federal Reserve is expected to raise its policy rate four times in 2022, beginning in March after its asset purchases end. Further, the Fed has signaled that it is prepared to begin quantitative tightening by mid-year. Capital markets remain calm as spreads settle below 200 basis points through the end of the forecast period.

Costar provides statistics related to the industrial market based on the following subtypes: Flex, Logistics and Specialized.

KEY INDICATORS AT A GLANCE

	PRIOR QUARTER	CURRENT QUARTER	COMPARISON
Vacancy (%)	3.05%	0.90%	decreased 215 Basis Points
Absorption (SF)	0	130,778	increased 130,778 SF
Quoted Rental Rates (\$/SF/Year)	\$6.32	\$6.52	increased \$0.20 PSF
Inventory (SF)	6,070,352	6,070,352	no change SF
Net Deliveries (SF)	0	0	no change SF
Under Construction (SF)	0	0	no change SF

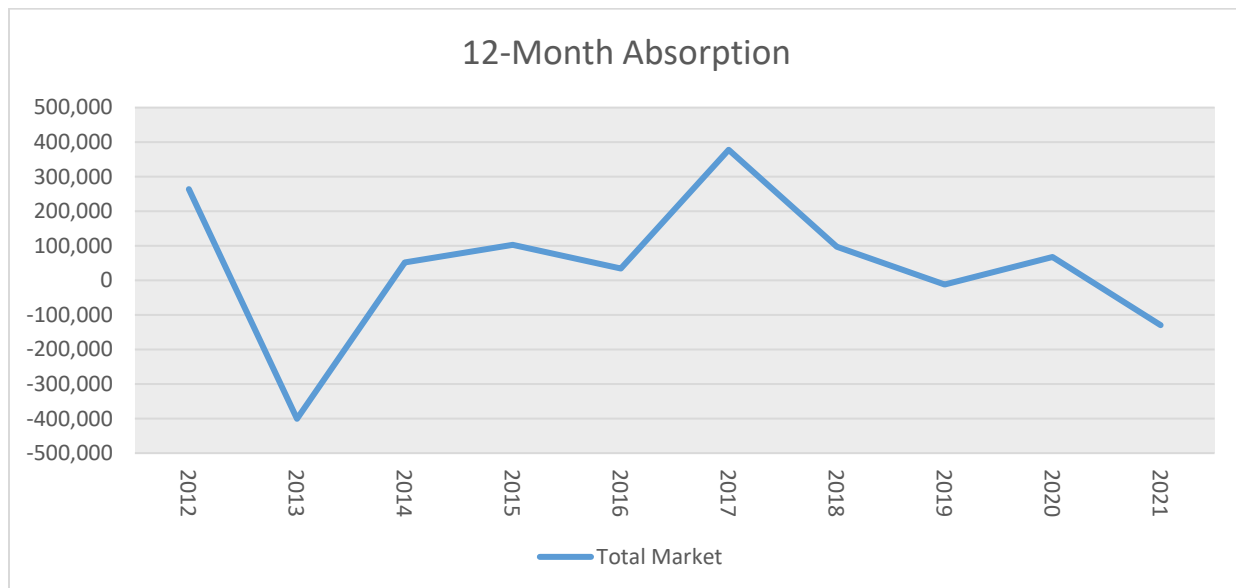
HATTIESBURG INDUSTRIAL MARKET STATISTICS

PERIOD	EXISTING INVENTORY (SF)	VACANCY %	NET ABSORPTION (SF)	NET COMPLETIONS (SF)	UNDER CONST. (SF)	QUOTED RATES (\$/SF/YEAR)
2022 Q2	6,070,352	0.90%	130,778	0	0	\$6.52
2022 Q1	6,070,352	3.05%	0	0	0	\$6.32
2021 Q4	6,070,352	3.05%	4,000	0	0	\$6.09
2021 Q3	6,070,352	3.12%	-157,000	0	0	\$5.89
2021	6,070,352	3.05%	-129,176	0	0	\$6.09

2020	6,070,352	0.92%	67,432	0	0	\$5.48
2019	6,070,352	2.03%	-12,031	-24,750	0	\$5.16
2018	6,095,102	2.23%	97,694	0	0	\$4.90
2017	6,095,102	3.84%	377,863	0	0	\$4.69
2016	6,095,102	10.04%	34,332	0	0	\$4.40
2015	6,095,102	10.60%	102,994	18,000	0	\$4.23
2014	6,077,102	12.03%	51,604	3,000	12,000	\$4.12
2013	6,074,102	12.84%	-400,636	0	3,000	\$3.99

The Hattiesburg Industrial market ended the second quarter with a vacancy rate of 0.90%. The vacancy rate was decreased over the previous quarter, with net absorption totaling 130,778 square feet in the second quarter. Rental rates increased compared to the previous quarter, ending second quarter at \$6.52. A total of 0 square feet was delivered to the market, with 0 square feet still under construction at the end of the quarter.

ABSORPTION

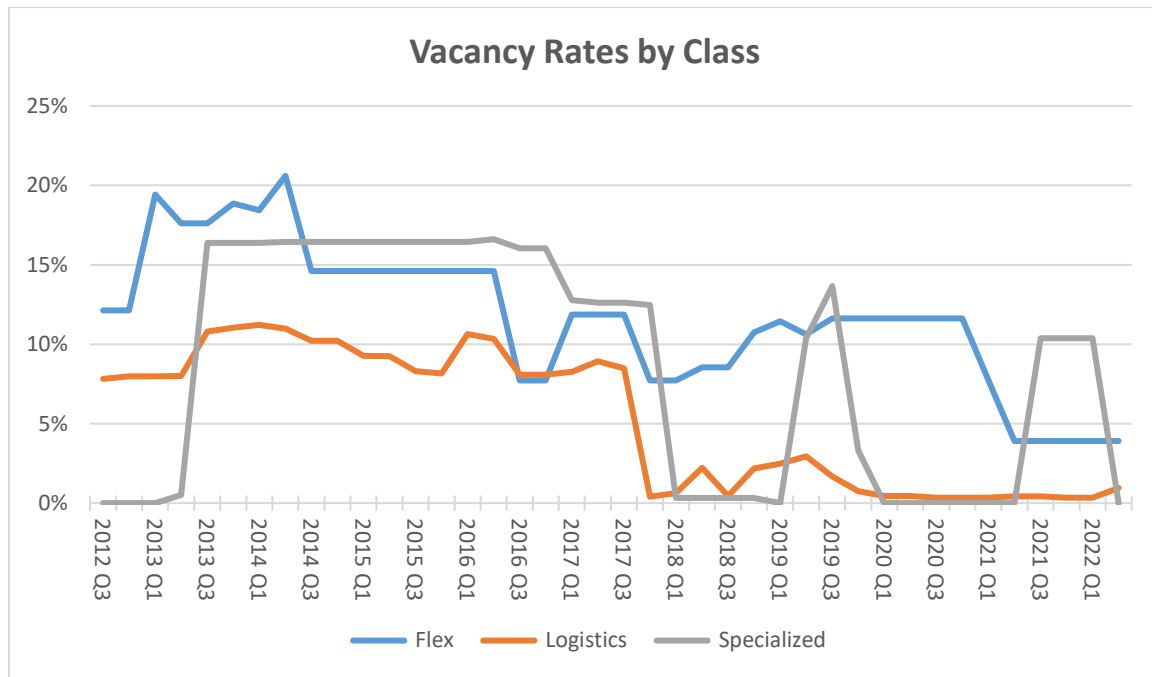


Net absorption for the overall Hattiesburg Industrial market was 130,778 square feet in second quarter 2022. That compares to 0 square feet in first quarter 2022, 4,000 square feet in fourth quarter 2021, and -157,000 square feet in third quarter 2021.

The Flex Industrial subtype recorded net absorption of 0 square feet in the second quarter 2022, compared to 0 square feet in the first quarter 2022, 0 in the fourth quarter 2021, and 0 in the third quarter 2021.

The Logistics Industrial subtype recorded net absorption of -26,222 square feet in the second quarter 2022, compared to 0 square feet in the first quarter 2022, 4,000 in the fourth quarter 2021, and 0 in the third quarter 2021.

The Specialized Industrial subtype recorded net absorption of 157,000 square feet in the second quarter 2022, compared to 0 square feet in the first quarter 2022, 0 in the fourth quarter 2021, and -157,000 in the third quarter 2021.

VACANCY

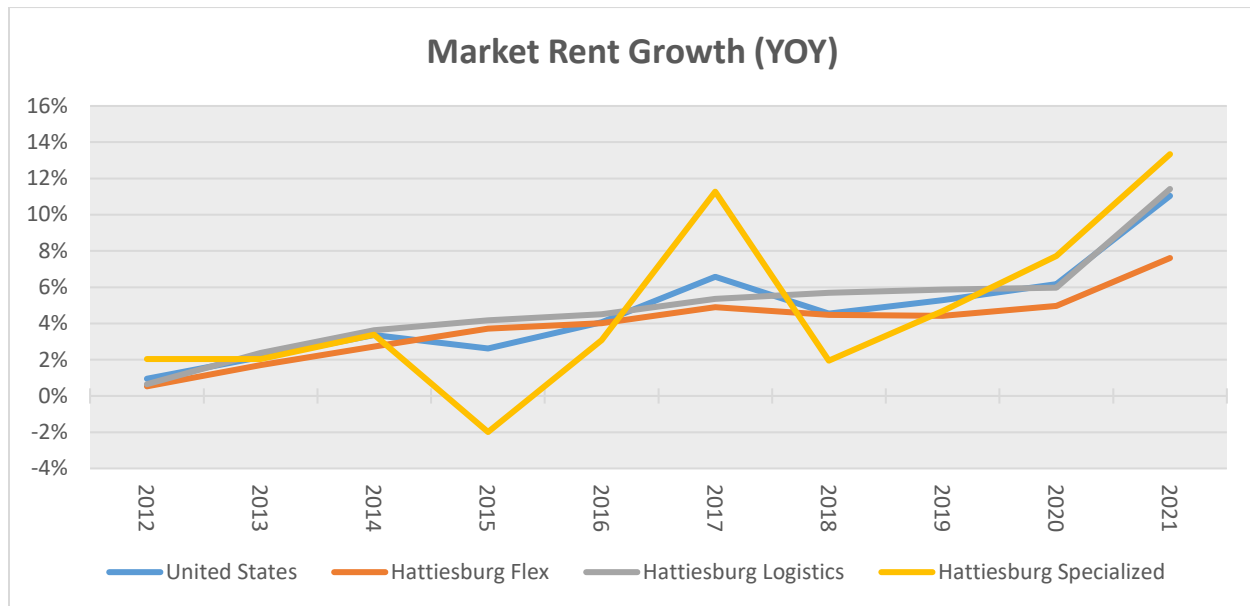
Vacancy for the overall Hattiesburg Industrial market decreased to 0.90% in the second quarter 2022. That compares to 3.05% in the first quarter 2022, 3.05% in the fourth quarter 2021, and 3.12% in the third quarter 2021.

Flex subtypes reported a vacancy rate of 3.91% at the end of the second quarter 2022, 3.91% at the end of the first quarter 2022, 3.91% at the end of the fourth quarter 2021, and 3.91% at the end of the third quarter 2021.

Logistic subtypes reported a vacancy rate of 0.96% at the end of the second quarter 2022, 0.34% at the end of the first quarter 2022, 0.34% at the end of the fourth quarter 2021, and 0.43% at the end of the third quarter 2021.

Specialized subtypes reported a vacancy rate of 0.00% at the end of the second quarter 2022, 10.37% at the end of the first quarter 2022, 10.37% at the end of the fourth quarter 2021, and 10.37% at the end of the third quarter 2021.

RENTAL RATES



The rental rates shown below are per square foot per year on a NNN basis.

The average quoted asking rental rate for available Industrial space, all classes, was \$6.52 psf at the end of the second quarter 2022 in the Hattiesburg market area. This represented a 3.2% increase in quoted rental rates from the end of the first quarter 2022, when rents were reported at \$6.32.

The average quoted rate within the Flex sector was \$22.49 at the end of the second quarter 2022, while Logistics rates stood at \$5.27, and Specialized rates at \$6.16. At the end of the first quarter 2022, Flex rates were \$21.88, Logistics rates were \$5.09, and Specialized rates were \$6.01.

INVENTORY & CONSTRUCTION

During the second quarter 2022, a total of 0 square feet was completed in the Hattiesburg market area. This compares to a total of 0 square feet that was completed in the first quarter 2022, a total of 0 square feet completed in the fourth quarter 2021, and 0 square feet completed in the third quarter 2021.

There were 0 square feet of Industrial space under construction at the end of the second quarter 2022.

SUBTYPE	EXISTING INVENTORY (SF)	NET DELIVERIES (12 MONTHS)	UNDER CONSTRUCTION (SF)
Flex	361,023	0	0
Logistics	4,195,549	0	0
Specialized	1,513,780	0	0
Total	6,070,352	0	0

MARKET OUTLOOK

The Hattiesburg Industrial market ended the second quarter 2022 with a vacancy rate of 0.90%. The vacancy rate decreased over the previous quarter, with net absorption totaling 130,778 square feet in the second quarter 2022. Rental rates increased \$0.20 PSF over the previous quarter and ended at \$6.52. A total of 0 square feet was delivered in the quarter, with 0 square feet still under construction at the end of the quarter.

SITE DESCRIPTION

GENERAL SITE DESCRIPTION OVERVIEW

Location	Subject is located along the north side of J M Tatum Industrial Drive, approximately 400 feet east of Highway 49 within Forrest County, Hattiesburg, Mississippi.		
Parcel Number	2-0411-34-013.00		
Legal Description	See deed in addenda		
Site Area			
Primary Site	190,793 square feet	(4.38 acres)	
Total	190,793 square feet	(4.38 acres)	
Configuration	Rectangular		
Topography	Slightly sloping		
Drainage	Below street grade - tenants stated site floods with heavy rain. Drainage ditch to the east of the building is severely overgrown. Parking lot floods to the point vehicles must be moved when heavy rain is in the forecast. Tenants state waters have risen within 30 feet of buildings entrance.		
Utilities/Municipal Services	All available to site.		
Floodplain	<u>Zone</u>	<u>Map</u>	<u>Date</u>
	Zone X (Unshaded)	28035C0118E	November 19, 2021
	Zone X (unshaded) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.		
Census Tract No.	0105.00		
Soil/Subsoil Conditions	We did not receive nor review a soil report. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property.		
Environmental Concerns	No unusual conditions observed. No studies provided. Site is assumed to be free of any environmental concerns.		
Land Use Restrictions	None detrimental known		
Hazards Nuisances	Flooding issues during heavy rain		
Frontage	500' along the north side of J M Tatum Industrial Drive		
Access	One curb cut along J M Tatum		
Visibility	Average		
Surrounding Land Uses	Industrial and municipal buildings		
Traffic Counts	None along J M Tatum; 14,000 along this portion of Highway 49 North		
Comments	Rectangular shaped site sitting below road grade along the north side of J M Tatum Industrial Drive having average visibility. There is an extremely overgrown drainage ditch that runs along the east side of the site. During heavy rains flooding occurs along the southern portion of the site as well as on the west side which impacts the parking lot. According to the current tenants, water has risen to approximately 30 feet from the building's entrance.		

ZONING

Designation	I-1
Description	Light Industrial
Zoning Intent	The purpose of the I-1; Light Industrial District, is to provide for the development of research, light industrial, office parks, warehouse and distribution centers consistent with comprehensive planning policies.
Compliance	The subject is a legal conforming use in this zoning district.

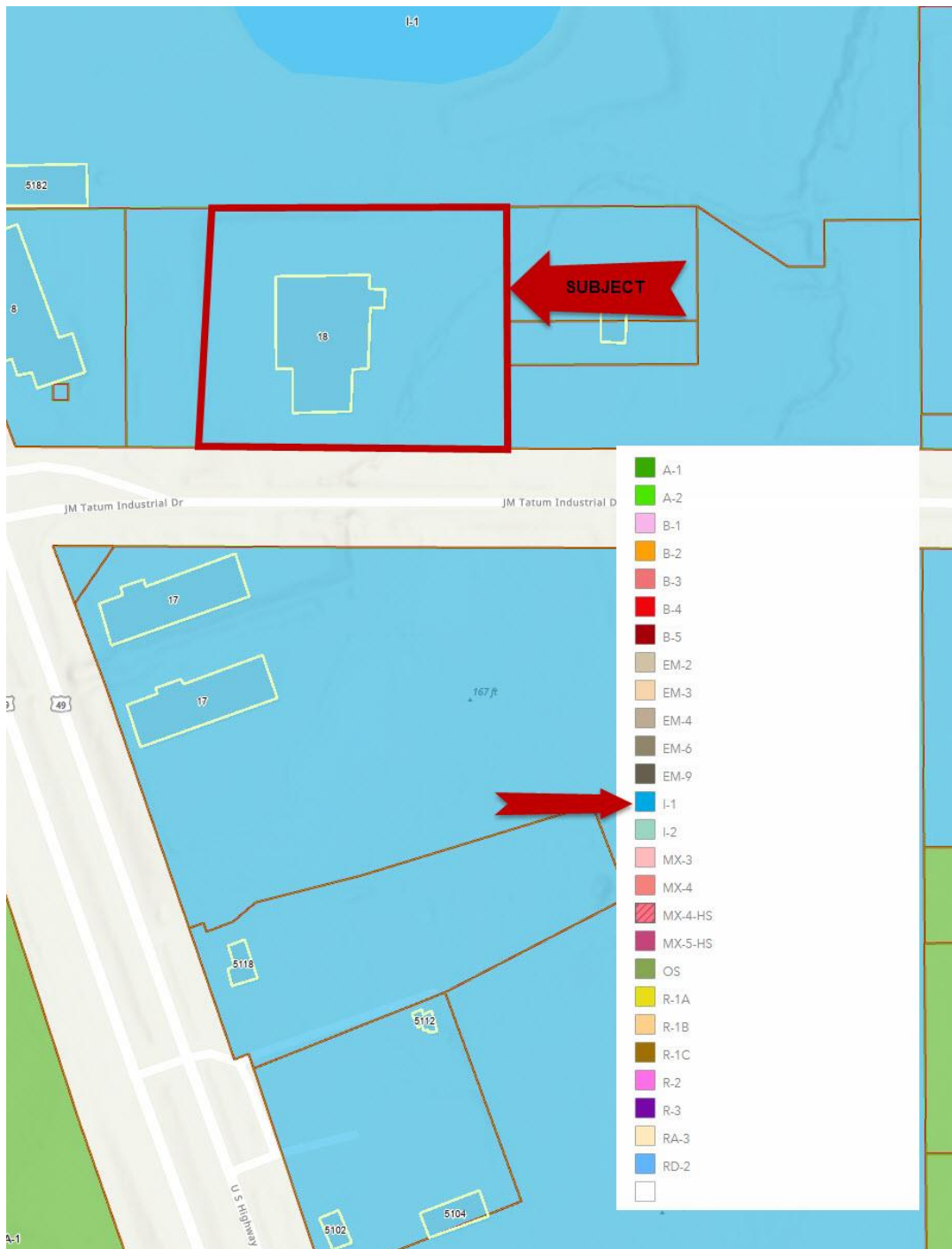
ZONING REQUIREMENTS

Permitted Uses	Agricultural (feed, supply, equipment), auto filling station/repair, dry cleaner, fitness center, light industry, machinery sales/service, marine sales/service, professional office, product wholesale, warehouse/distributing, etc. For a complete list, see addenda.
Minimum Lot Size	None
Maximum Lot Size	None
Minimum Lot Width	100'
Maximum Coverage Ratio	60.0%
Minimum Open Space	
Front (min. ft.)	40
Rear, alley/no alley (min. ft.)	Front 40 / Rear, alley None / Side 10
Side (min. ft.) interior	10
Maximum Density	0
Maximum Height	75'
Max Floor Area Ratio	0.75
Required No. Parking Spaces	1 per employee
Subject's Total Parking Spaces	25

TAX MAP



ZONING MAP



FLOOD MAP



According to the FEMA flood map, a small portion of the site lies within the 100-year floodplain. The improvements are located in Zone X (Unshaded), an area of minimal flood hazard.

WETLANDS MAP



According to the National Wetlands Inventory Map, subject is encumbered with a riverine that runs from the northeast corner in a southwesterly direction. This could adversely impact the marketability and development potential of the site.

CONCLUSION OF SITE ANALYSIS

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by, I-1, Light Industrial include agricultural (feed, supply, equipment), auto filling station/repair, dry cleaner, fitness center, light industry, machinery sales/service, marine sales/service, professional office, product wholesale, warehouse/distributing, etc. For a complete list, see addenda. A small section of the site is located within an area designated as a flood hazard area. This is the drainage ditch area and it slices through the length of the site leaving the portion to the east somewhat useless; this adversely impacts the development potential of the site. The site provides for consistent use with surrounding uses and permitted uses, however, may have a weaker competitive position due to the location within a flood hazard area. Additionally, the subject is encumbered with a small amount of wetlands located on the site. This again is the drainage ditch area and it slices through the length of the site leaving the portion to the east somewhat useless; this adversely impacts the development potential of the site. The site provides for consistent use with surrounding uses and permitted uses, however, may have a weaker competitive position due to the possible remediation costs related to wetlands. Further investigation is recommended.

IMPROVEMENTS DESCRIPTION

GENERAL IMPROVEMENT DESCRIPTION OVERVIEW

Address	18 J M Tatum Industrial Drive Hattiesburg, Mississippi 39401
Property Description	Industrial (Flex Space) Single-tenant office/warehouse building
Year Built	1990
Year Renovated	Proposed renovations in 2023
Number of Buildings	1
Number of Stories	1
Total Number of Units	1
Building Construction Class	Class S
Net Rentable Area	28,305 square feet
Gross Building Area	28,305 square feet
Building Footprint	29,598 square feet
Floor-Area Ratio	0.15
Ceiling Heights	24' (as proposed)
Density (Units/Acre)	0.23
Coverage Ratio	15.5% (29,598 SF Bldg Footprint ÷ 190,793 SF Primary Site)
Land-to-Building Ratio	6.74 : 1
Ingress/Egress	Via J M Tatum Industrial
Percentage Office Build-Out	31%
Percentage AC	71% current; 100% as proposed
Clear Height	20' (as proposed)
Power	Electric
Loading Doors	
Dock High	1
Roll-Up	2
Parking	
Surface Parking Spaces	25
Total Parking Spaces	25

CONSTRUCTION DETAIL

General Layout	The subject is a single story industrial office/warehouse building containing 21 offices, 6 restrooms, breakroom, conference room, and warehouse space.
Foundation	Poured concrete slab
Construction	Metal
Floor Structure	Reinforced concrete
Exterior Walls	Office - brick; warehouse metal siding
Roof Type	Gabled
Roof Cover	Metal
Windows	Single-pane, metal

INTERIOR DETAIL

Interior Walls	Office - drywall; warehouse - insulated exposed beams
Ceilings	Office - 2 x 4 acoustical tile; warehouse - insulated exposed beams
Floor Coverings	Office - commercial grade tile; warehouse - cement
Lighting	Fluorescent
Restrooms	Commercial grade

MECHANICAL DETAIL

Heating	Forced Air - 100% as proposed
Cooling	Central HVAC - 100% as proposed
Plumbing	Assumed to code and adequate
Electrical	Assumed to code and adequate
Fire Protection	Wet system

SITE IMPROVEMENTS

Parking Type	Surface
Landscaping	Minimal

RENOVATION/DEFERRED MAINTENANCE

Recent Renovations or Replacements	Two of the air conditioning units have been recently replaced.
Deferred Maintenance	Many of the ceiling tiles in the office area show signs of water damage. One of the windows in the office also has signs of water damage. Interior walls within the warehouse area show signs of water damage along the floor. Exterior metal panels along the southwest side of the building are damaged. Tenant stated many repairs have been completed on the roof in the past; however, leaks still occur. The proposed construction budget of \$1,075,000 includes demolition of the existing warehouse area and rebuild; according to the borrower, the office area is not included in the budget.

SUMMARY

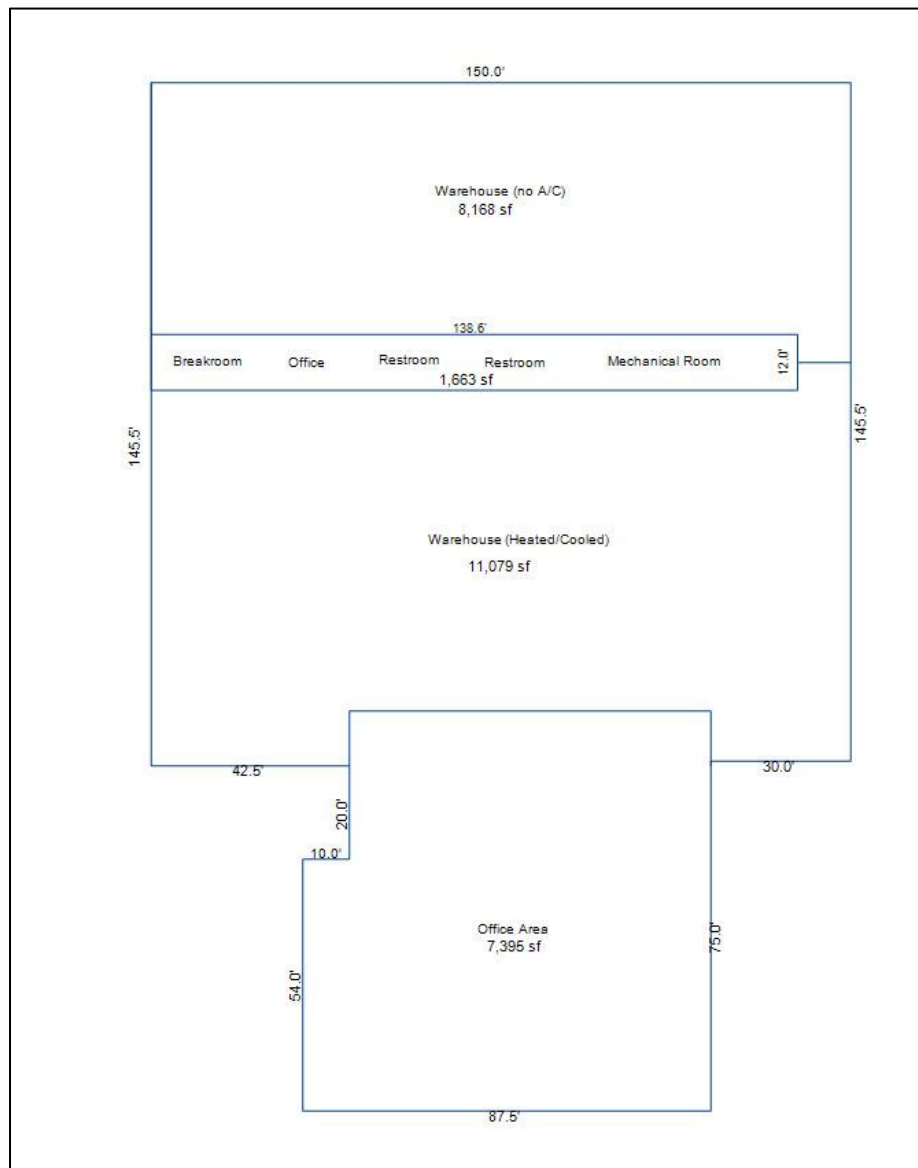
Building Condition	Average/Good (as proposed) We did not inspect the roof of the building(s) nor make a detailed inspection of the mechanical systems. We are not qualified to render an opinion as to the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed about the adequacy and condition of mechanical systems.
Building Quality	Average
Design and Functionality	Average
Actual Age	32 years
Expected Economic Life	40 years
Effective Age	10 years (as complete)
Remaining Economic Life	30 years
Comments	Industrial/office building constructed on concrete slab with both brick and metal siding facade and metal gable roof. The building contains finished office space as well as warehouse area. Currently, the majority of the warehouse space is heated and cooled; after renovations, the subject will be 100% heated and cooled. Several areas in the office space and warehouse space show signs of leaks on the ceiling.

CONCLUSION OF IMPROVEMENTS ANALYSIS

Based on the attributes, quality, condition, and functional utility of the subject, as complete, the improvements are conducive for industrial use. The attributes of the subject have a positive influence on the subject's market position. We expect the subject to compete with other properties within its market area.

Although a portion of the site is in Flood Zone AE, the improvements along with the majority of the site is located in Flood Zone X (Unshaded).

BUILDING SKETCH – As Is



The above sketch is the existing improvement. Drawings were not provided for the renovation. The borrower stated the existing warehouse area would be demolished and rebuilt similar to the existing improvement with higher eave and ceiling heights. The new warehouse area will be 100% heated and cooled.

PROPERTY ASSESSMENT AND TAX ANALYSIS

PROJECTED PROPERTY ASSESSMENT AND TAX DATA

Subject is owned by The City of Hattiesburg and is tax exempt. The following table summarizes the subject's projected real property taxation:

REAL ESTATE ASSESSMENT AND TAXES		
Tax ID No.		2021
2-041I-34-013.00		\$843,560
Tax Value Subtotal		\$843,560
Assessed Value @	15.00%	\$126,534
General Tax Rate	per \$1,000	134.0500
Property Taxes		\$16,962
Total Taxes		\$16,962
Total Taxes PSF		\$0.60

Real estate tax assessments are administered by Forrest County and are estimated by jurisdiction on a county basis for the subject. Real estate taxes in this state and jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. Real estate taxes are based upon assessed value that to be somewhat synonymous with market value. The gross tax rate is expressed in millage and then is subject to different reduction factors to arrive at an effective tax rate. The real estate taxes for an individual property may be determined by dividing the assessed value of a property by 1,000, then multiplying the estimate by the effective tax rate.

TAX COMPARABLES

The following chart summarizes the tax comparables.

REAL ESTATE TAX COMPARABLES						
Property Address	Year Built	Bldg Size (GBA - SF)	Tax Value	Tax Value Per SF	Taxes	Taxes Per SF
Subject Property	1990	28,270	\$843,560	\$29.84	\$16,962	\$0.60
21 Keystone Drive	2010	11,160	\$372,820	\$33.41	\$6,943	\$0.62
80 S7K Drive	2008	26,583	\$1,196,530	\$45.01	\$31,034	\$1.17
5224 Old Highway 42	1989	33,550	\$666,160	\$19.86	\$18,457	\$0.55
3999 Morningside Drive	1980	3,000	\$126,900	\$42.30	\$3,517	\$1.17
Comps Low	1980	3,000		\$19.86		\$0.55
Comps High	2010	33,550		\$45.01		\$1.17
Comps Average	1997	18,573		\$35.14		\$0.88

HIGHEST AND BEST USE

INTRODUCTION

The highest and best use is the reasonable, probable, and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible and that results in the highest value. These criteria are often considered sequentially. The tests of legal permissibility and physical possibility must be applied before the remaining tests of financial feasibility and maximal productivity. A financially feasible use is precluded if it is legally prohibited or physically impossible. If a reasonable possibility exists that one of the prior, unacceptable conditions can be changed, is it appropriate to proceed with the analysis with such an assumption.

HIGHEST AND BEST USE CRITERIA

The site's highest and best use is analyzed both as vacant and as improved, and if improvements are proposed then an as proposed analysis is required. In all cases, the property's highest and best use must meet four criteria: (1) legally permissible; (2) physically possible; (3) financially feasible; and (4) maximally productive.

HIGHEST AND BEST USE AS VACANT

LEGALLY PERMISSIBLE

Legal restrictions include deed restrictions, CC&R's, lease encumbrances, zoning requirements, building codes, historic district controls and environmental regulations, and were previously analyzed to determine legally permitted uses. Legally, the subject is zoned I-1; Light Industrial District. Permitted uses include agricultural (feed, supply, equipment), auto filling station/repair, dry cleaner, fitness center, light industry, machinery sales/service, marine sales/service, professional office, product wholesale, warehouse/distributing, etc. For a complete list, see addenda. No other legal restrictions have been identified that would limit development of the property beyond the development standards stipulated by municipal code.

PHYSICALLY POSSIBLE

Size, shape, topography, soil condition, availability of utilities, transportation access, surrounding uses, and locational characteristics were previously analyzed to determine which legal land uses are physically possible and which are best to conform to the physical and locational aspects of the site and its setting with respect to the neighborhood and community. Overall, the physical site attributes result in adequate utility, and the property could be developed with a variety of legally-conforming uses. As previously mentioned, the site is impacted with a small area of wetlands and a small area of the site is located in a flood hazard zone; each of these conditions could adversely impact the marketability and development potential of the subject as this area slices through the site leaving the portion to the east somewhat useless. Given the surrounding uses and location, the site is best suited for light industrial property use.

FINANCIALLY FEASIBLE

Financial feasibility is determined by the relationship of supply and demand for the legally probable land uses versus the cost to create them. The market analysis section reveals that industrial uses in the subject's market are generally stabilized. Recent and planned industrial developments in the market area serve as direct evidence that new industrial development is financially feasible. Comparisons of rental rates, operating expenses and construction costs indicate the property is capable of providing an adequate return on investment to warrant new industrial development in the current market. This assertion is supported by the fact that the property has the potential to generate rental income as shown in the income approach. Therefore, industrial use is considered financially feasible.

MAXIMALLY PRODUCTIVE

The final test of highest and best use of the site as vacant is that the use be maximally productive, yielding the highest return to the land. In order to determine the maximally productive use, a comparison of rental rates, occupancy, operating expenses, and rates of return for the financially feasible uses have been made. Based on this analysis, light industrial use renders the highest residual land value; therefore, light industrial development on the subject's site is the maximally productive use of the subject as vacant.

CONCLUSION

Development of the site for an industrial use is the only use that meets the four tests of highest and best use. Therefore, we conclude industrial use to be the highest and best use of the property as though vacant.

HIGHEST AND BEST USE AS IMPROVED**LEGALLY PERMISSIBLE**

The subject is a legal conforming use in this zoning district.

PHYSICALLY POSSIBLE

The subject is currently improved with a single-tenant industrial property containing 28,305 square feet on a 4.38-acre site that conforms to its surrounding uses. Continued use of the improvements (existing/renovated) for industrial use is physically possible.

FINANCIALLY FEASIBLE

Financial feasibility as an income-producing investment is based on the amount of rental income it can generate net of the required operating expenses. If the resulting net operating income motivates continued operation, then the land is being put to a productive and financially feasible use. The subject is capable of producing positive net cash flow to an investor. The improvements (existing and renovated) provide contributory value to the site, and there is no alternate use that would result in a greater value. Therefore, utilization of the existing/renovated improvements is financially feasible.

MAXIMALLY PRODUCTIVE

The maximally productive use should conform to neighborhood trends and be consistent with existing nearby land uses. The single use that produces the greatest return on investment and usually the highest price and value is typically the highest and best use. As shown in the applicable valuation sections, properties like the subject have been acquired and continue to be used for industrial use. None of the comparable properties were acquired for conversion to an alternative use. This provides evidence suggesting that the current industrial use is maximally productive.

CONCLUSION

Based on the above analysis, industrial use is concluded to be the highest and best use as improved. The most probable buyer is an owner-user.

VALUATION PROCESS

Valuation in the appraisal process generally involves three techniques, including the Cost Approach, Sales Comparison Approach and the Income Capitalization Approach.

These three valuation methods are defined in the following table:

VALUATION METHODS	DEFINITION
Cost Approach	In this approach, value is based on adding the contributing value of any improvements (after deductions for accrued depreciation) to the value of the land as if it were vacant based on its highest and best use. If the interest appraised is other than fee simple, additional adjustments may be necessary for non-realty interest and/or the impact of existing leases or contracts.
Sales Comparison Approach	In this approach, recent sales of similar properties in the marketplace are compared directly to the subject property. This comparison is typically accomplished by extracting "units of comparison", for example, price per square foot, and then analyzing these units of comparison for differences between each comparable and the subject. The reliability of an indication found by this method depends on the quality of the comparable data found in the marketplace.
Income Capitalization Approach	In this approach, a property is viewed through the eyes of a typical investor, whose primary objective is to earn a profit on the investment principally through the receipt of expected income generated from operations and the ultimate resale of the property at the end of a holding period.

VALUATION METHODS UTILIZED

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered meaningful and applicable in developing a credible value conclusion. The subject's age makes it difficult to accurately form an opinion of depreciation and tends to make the Cost Approach unreliable. Investors do not typically rely on the Cost Approach when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach to develop an opinion of market value. The client also requires an insurable value of the improvements.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

SALES COMPARISON APPROACH

METHODOLOGY

In the Sales Comparison Approach, we developed an opinion of value by comparing similar, recently sold properties in the surrounding or competing area to the subject property. In order to determine the value of the subject property, these comparable sales and/or listings are then evaluated and adjusted based on their differences when compared to the subject property. Inherent in this approach is the principle of substitution, which states that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

The Sales Comparison Approach to value requires the following sequential steps:

Unit of Comparison	A unit of comparison (i.e. price per square foot, price per dwelling unit) must be selected for comparable analysis of the sales and the subject. The selected unit of comparison must be consistent with market behavior.
Search for Sales	Research must be done to locate comparable sales, listings and contracts of properties that are similar to the subject. Similarities may include property type, size, physical condition, location and the date of the sale.
Confirmation	All sales must be confirmed to verify that the data used is accurate, and that all of the sales, listings or contracts represent arm's-length transactions.
Comparison	Each of the improved sales that is chosen for this valuation is considered generally similar to the subject. Therefore, each difference between the comparables and the subject must be identified, and then adjusted for the various differences. All adjustments are made to the comparables as they relate to the subject property.
Reconciliation	Once the comparables have been adjusted, a value must be concluded based on the indications produced from the analysis of the comparables.

UNITS OF COMPARISON

Based on market behavior observed, the most appropriate unit of comparison for this analysis is price per square foot.

SALE OF THE SUBJECT PROPERTY

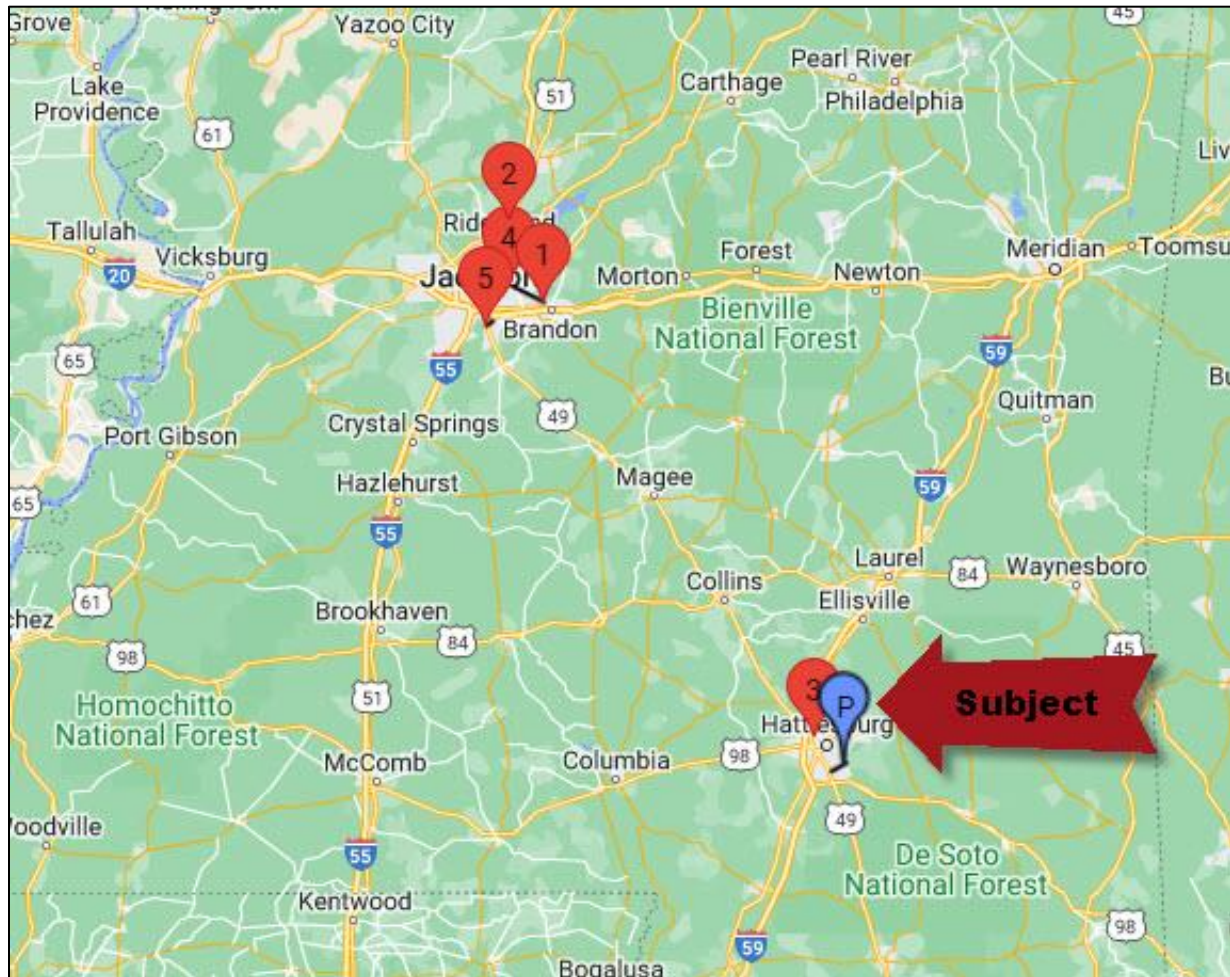
The subject is not currently listed for sale, nor is it the object of a sales contract. The subject has not transferred in the last 3 years.

COMPARABLE IMPROVED SALES

We researched our internal database, CoStar, local MLS, and reached out to several local brokers. Due to the rural nature of the subject's location, recent comparable data within the subject's immediate market is limited. Therefore, we expanded our geographical search to include surrounding competing markets with similar attributes to the subject's immediate market.

On the following pages, we present a summary of the improved properties that we compared to the subject property, a map showing their locations, and the adjustment process.

COMPARABLE IMPROVED SALES MAP



COMPARABLE IMPROVED SALES SUMMARY

SUMMARY OF IMPROVED SALES									
Comp No.	Property / Location	Property Type	Date of Sale	Transaction Status	Property Rights	Year Built/ Renovated	Bldg. Size (SF Gross)	Sale Price	\$/SF
1	Industrial Office/Warehouse 1014 North Flowood Drive Flowood, MS	Industrial	Nov-21	Closed	Fee Simple	1976	31,550	\$1,300,000	\$41.20
2	Office Warehouse 5 Olympic Way Madison, MS	Industrial	Apr-21	Closed	Fee Simple	1995	49,629	\$2,815,000	\$56.72
3	Vacant Office Warehouse 105 Industrial Drive Hattiesburg, MS	Industrial	Apr-21	Closed	Fee Simple	1968 / 2004	8,577	\$405,000	\$47.22
4	Office/Warehouse 119 Cypress Cove Flowood, MS	Industrial	Jan-21	Closed	Fee Simple	2006	6,952	\$365,000	\$52.50
5	Industrial Office / Warehouse 401 Industrial Drive Richland, MS	Industrial	Aug-20	Closed	Fee Simple	1994	13,138	\$750,000	\$57.09
Subj.	Office/Warehouse 18 J M Tatum Industrial Drive Hattiesburg, Mississippi		-----	-----	Fee Simple	1990 / 2023	28,305		-----

COMMENTS

- 1 - This is an Arm's Length sale. The property previously sold on 10/05/2020 for an Undisclosed amount. The median household income for a 1 mile radius is \$35,797, for a 3 mile radius is \$63,377 and for a 5 mile radius is \$55,766. The average daily traffic count in front of the property along North Flowood Drive is 3,200.
- 2 - The median household income for a 1 mile radius is \$111,001, for a 3 mile radius is \$111,493 and for a 5 mile radius is \$90,610. There is not an average daily traffic count available for Olympic Way or Solloftea Drive. However, there is a minimal amount of daily traffic that passes in front of the property.
- 3 - The median household income for a 1 mile radius is \$32,976, for a 3 mile radius is \$38,598 and for a 5 mile radius is \$40,483. There is not an average daily traffic count available for Industrial Drive or Music Drive. However, there is a minimal amount of daily traffic that passes in front of the property.
- 4 - The median household income for a 1 mile radius is \$58,752, for a 3 mile radius is \$72,949 and for a 5 mile radius is \$53,234. There is not an average daily traffic count available for Cypress Cove. However, there is a minimal amount of daily traffic that passes in front of the property.
- 5 - The median household income for a 1 mile radius is \$51,351, for a 3 mile radius is \$48,899 and for a 5 mile radius is \$40,449. The average daily traffic count in front of the property along Industrial Park Drive is 2,000.

COMPARABLE IMPROVED SALES ADJUSTMENT GRID

COMPARABLE SALE SUMMARIES AND ADJUSTMENTS						
Property / Location	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Property / Location	Office/Warehouse 18 J M Tatum Industrial Drive Hattiesburg, Mississippi	Industrial Office/Warehouse 1014 North Flowood Drive Flowood, MS	Office Warehouse 5 Olympic Way Madison, MS	Vacant Office Warehouse 105 Industrial Drive Hattiesburg, MS	Office/Warehouse 119 Cypress Cove Flowood, MS	Industrial Office / Warehouse 401 Industrial Drive Richland, MS
Transaction Status	-----	Closed	Closed	Closed	Closed	Closed
Date of Sale	-----	Nov-21	Apr-21	Apr-21	Jan-21	Aug-20
No. Units	1	1	1	1	1	1
Bldg. Size (SF Net)	28,305	31,550	49,629	8,577	6,952	13,138
Bldg. Size (SF Gross)	28,305	31,550	49,629	8,577	6,952	13,138
Site Size (SF)	190,793	79,715	230,870	67,673	23,865	120,226
Site Size (Acres)	4.38	1.83	5.30	1.55	0.55	2.76
Sale Price	-----	\$1,300,000	\$2,815,000	\$405,000	\$365,000	\$750,000
Unadjusted Price per SF (Gross)	-----	\$41.20	\$56.72	\$47.22	\$52.50	\$57.09
Transactional Adjustments						
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%	0%
Financing						
Adjustment		0%	0%	0%	0%	0%
Terms/Conditions of Sale						
Adjustment		0%	0%	0%	0%	0%
Expenditures After Sale						
Adjustment		0%	0%	0%	0%	0%
Market Conditions	May-23	Nov-21	Apr-21	Apr-21	Jan-21	Aug-20
Adjustment		0%	0%	0%	0%	0%
Total Transactional Adjustments		0%	0%	0%	0%	0%
Adjusted Price per SF (Gross)		\$41.20	\$56.72	\$47.22	\$52.50	\$57.09
Property Adjustments						
Location		-5%	-10%	0%	-5%	-5%
Property Size SF (Gross)	28,305	31,550	49,629	8,577	6,952	13,138
		0%	0%	-5%	-5%	-5%
Year Built / Renovated	1990 / 2023	1976	1995	1968 / 2004	2006	1994
		15%	10%	10%	5%	10%
Condition	Average/Good	Average	Average	Average	Average	Average
		5%	5%	5%	5%	5%
Quality	Average	Average	Average	Average	Average	Average
		0%	0%	0%	0%	0%
FAR	0.15	0.40	0.21	0.13	0.29	0.11
		0%	0%	0%	0%	0%
Clear Height(s)	21	12	18	13	14	18
		5%	0%	5%	5%	0%
% Office	31%	18%	55%	38%	46%	9%
		0%	0%	0%	0%	5%
% AC	100%	18%	55%	38%	46%	9%
		10%	5%	5%	5%	10%
Zoning / Intended Use	I-1	C-2	I-1	I-1	C-3	IND
		0%	0%	0%	0%	0%
	Zone X (Unshaded)	Zone AE	Zone X (Unshaded)	Zone X (Unshaded)	Zone AE	Zone X (Unshaded)
Site Utility	Building in Zone X	5%	0%	0%	5%	0%
Total Property Adjustments		35%	10%	20%	15%	20%
Indication for Subject		\$55.63	\$62.39	\$56.66	\$60.38	\$68.50

ADJUSTMENT PROCESS

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

DISCUSSION OF ADJUSTMENTS

TRANSACTIONAL ADJUSTMENTS	
Property Rights Conveyed	This adjustment accounts for any impact that the property rights transferred to the buyer may have on sale price. For leased fee properties, the length of leases in place and the relationship of market to contract rent could impact value. Some properties may have stronger appeal to an owner-user or an investor, resulting in a premium or discount associated with fee simple property rights. If a buyer acquires the leasehold interest in a comparable, then an adjustment may be necessary that accounts for the impact to the of ground rent and/or risk associated with the expiration of the ground lease to the sale price. All of the comparables were considered similar to the subject and no adjustments were required for this category.
Financing	This category accounts for differences in financing terms associated with the transaction. Financing arrangements that may require an adjustment include mortgage assumptions (at favorable interest rates), seller buydowns, installment sales, wrap-around loans, or any other atypical financing arrangements that do not represent cash-equivalent terms. All of the comparables were considered similar to the subject and no adjustments were required for this category.
Terms/Conditions of Sale	Adjustments for conditions of sale typically reflect various motivations of the buyer and/or seller. This may include such factors as seller distress (short sale, REO, auction) or buyer motivation (assemblage, etc.). In some situations, the conditions of sale may significantly affect transaction prices. Properties that are listed for sale may require adjustments herein to account for any disparity between asking prices and the achievable sale price anticipated. All of the comparables were considered similar to the subject and no adjustments were required for this category.
Expenditures After Sale	In order to arrive at the effective sale price, the actual sale price of each comparable is adjusted to account for any expenditures planned by the buyer immediately after sale, such as capital expenditures, cost to cure deferred maintenance, or lease-up costs. All of the comparables were considered similar to the subject and no adjustments were required for this category.
Market Conditions	This time-adjustment category accounts for differences in economic conditions between the effective date of appraisal and the transaction date of the comparable, such as may be caused by changing supply and demand factors, rental rates, vacancy rates and/or capitalization rates. All of the comparables were considered similar to the subject and no adjustments were required for this category.
Subtotal	All of the comparables were considered similar to the subject and no adjustments were required for this category.

PROPERTY ADJUSTMENTS	
Location	The appeal of a property's location to users of and/or investors in a particular property type can influence value significantly. This factor broadly considers the impact of demographics, geographical attributes (inclusive of traffic counts), access to transportation networks and local land use trends on pricing. Comparisons of location can often be derived, or even quantified, by examining rent, vacancy, capitalization rate, and land value trends in the subject and directly competitive areas. Comparable No. 1 was regarded superior to the subject and received a downward adjustment of 5%. Comparable No. 2 was regarded superior to the subject and received a downward adjustment of 10%. Comparable No. 4 was regarded superior to the subject and received a downward adjustment of 5%. Comparable No. 5 was regarded superior to the subject and received a downward adjustment of 5%.
Property Size SF (Gross)	Normally, all other characteristics being equal, the unit value of a property is affected by its size. Building size and price per square foot typically have an inverse relationship. Larger buildings tend to achieve lower pricing on a per-unit basis due to their economies of scale, and smaller pool of prospective buyers. Comparable Nos. 3, 4, and 5 were regarded superior to the subject and each received a downward adjustment of 5%.
Year Built / Renovated	The absolute physical/chronological age differences between properties can impact achievable pricing. This category may reflect such differences, irrespective of other related differences in property condition and/or effective age, which considers maintenance and renovations that have occurred since the property's original construction date. Comparable No. 1 was judged inferior to the subject and received an upward adjustment of 15%. Comparable No. 2 was judged inferior to the subject and received an upward adjustment of 10%. Comparable No. 3 was judged inferior to the subject and received an upward adjustment of 10%. Comparable No. 4 was judged inferior to the subject and received an upward adjustment of 5%. Comparable No. 5 was judged inferior to the subject and received an upward adjustment of 10%.
Condition	Older properties that have been well maintained could be considered to be in better condition than newer properties that have not been well maintained or that have incurred deferred maintenance. All Comparables were judged inferior to the subject and each received an upward adjustment of 5%.
Quality	Quality adjustments reflect differences in the quality and durability of construction materials, design, building classification, finish-out, et cetera. All of the comparables were considered similar to the subject and no adjustments were required for this category.
FAR	In most cases, higher floor-area ratios impact property values positively. It is noted, however, that a lower FAR could imply expansion/redevelopment potential. All of the comparables were considered similar to the subject and no adjustments were required for this category.
Clear Height(s)	The clear height for industrial properties impacts potential uses in terms of stacking plans, overhead crane usage and other factors. Premiums may be offered for properties with higher spans when compared with similar properties with lower spans. Comparable Nos. 1, 3, and 4 were judged inferior to the subject and each received an upward adjustment of 5%.
% Office	For industrial or flex-space properties, the percentage of building area with office finish-out may bring a premium over similar properties with a lower ratio. Conversely, excessive ratios may be regarded as an over-improvement. Comparable No. 5 was judged inferior to the subject and received an upward adjustment of 5%.
% AC	For industrial or flex-space properties, the percentage of building area with HVAC/climate control typically commands a premium over similar properties with a lower share. Comparable Nos. 1 and 5 were judged inferior to the subject and each received an upward adjustment of 10%. Comparable Nos. 2, 3, and 4 were judged inferior to the subject and received an upward adjustment of 5%.
Zoning / Intended Use	For improved properties, this factor considers the uses permitted by the applicable development standards, per the subject's zoning designation, and primarily relates to yet untapped potential. The maximum density to which a property can be developed typically impacts total value positively; however, depending upon property type, location, and type of construction higher permitted densities can have an inverse relationship to pricing on a per-unit or per-square-foot basis. All of the comparables were considered similar to the subject and no adjustments were required for this category.
Site Utility	Site utility adjustments may allow for differences in site features such as how the improvements are laid-out on the site, location within an area designated as a flood hazard area, wetlands identified on-site, retention ponds, access, exposure, slope or other factors. Comparable Nos. 1 and 4 were judged inferior to the subject and each received an upward adjustment of 5%.
Total	Comparable No. 1 was judged inferior to the subject and received an upward adjustment of 35%. Comparable No. 2 was judged inferior to the subject and received an upward adjustment of 10%. Comparable No. 3 was judged inferior to the subject and received an upward adjustment of 20%. Comparable No. 4 was judged inferior to the subject and received an upward adjustment of 15%. Comparable No. 5 was judged inferior to the subject and received an upward adjustment of 20%.

SALES COMPARISON APPROACH CONCLUSION

SALES SUMMARY	UNADJUSTED	ADJUSTED
Minimum	\$41.20	\$55.63
Maximum	\$57.09	\$68.50
Average	\$50.95	\$60.71
Median	\$52.50	\$60.38
Standard Deviation	\$6.04	\$4.60

After adjustments, the comparable improved sales reflect a range from \$55.63 to \$68.50 per square foot, with an average of \$60.71 per square foot. We rely primarily on Sale 2 as it has the least amount of net adjustment and Sale 3 due to its proximity to the subject. We give secondary emphasis to the remaining dataset. We conclude that the indicated value by the Sales Comparison Approach is \$60.00 per square foot.

SALES COMPARISON APPROACH VALUE CONCLUSION	
Indicated Value per SF	\$60.00
per SF (Gross)	x 28,305
Indicated As Complete Value	\$1,698,300
Rounded to nearest \$10,000	\$1,700,000
Per SF (Net)	\$60.06
Adjustments	
Less: Capital Expenditures/Deferred Maintenance	(1,075,000)
Total Adjustments	(1,075,000)
Indicated As Is Value	\$623,300
Rounded to nearest \$10,000	\$620,000
Per SF (Net)	\$21.90

A copy of the proposed construction budget of \$1,075,000 can be found in the addenda.

INCOME CAPITALIZATION APPROACH

GENERAL PROCESS

In the Income Capitalization Approach, the appraiser concludes to a value indication for the subject by converting a projected net operating income into a single present value by using either the direct capitalization or yield capitalization method.

In direct capitalization, the estimated net operating income is divided by a market-driven capitalization rate to provide an indication of value. In yield capitalization, a series of income streams are discounted over a holding period to estimate a present value. The yield capitalization approach is referred to as a discounted cash flow analysis, and is most useful for properties that are not stabilized or expect to have large fluctuations in the income stream over a holding period.

The Income Capitalization Approach to value requires the following sequential steps:

Estimate Economic Gross Income	Estimate the economic gross income for the subject's space based on existing leases and market data.
Estimate Effective Gross Income	Estimate a proper vacancy and credit loss for the subject's market, then deduct this rent loss from the estimated economic gross income to arrive at an effective gross income.
Estimate the Net Operating Income	Calculate the net operating income by deducting the estimated operating expenses (fixed and variable) and a provision for replacement of short-lived building components from the estimated effective gross income.
Value Indication	Convert the net operating income into a value indication by using a market-derived capitalization rate in the case of direct capitalization and/or a market-derived discount rate in the yield capitalization analysis (discounted cash flow analysis). The yield capitalization approach also forecasts the anticipated future income streams and estimates a reversion price at the end of a presumed holding period. These future income streams are then discounted to a present value using a market-extracted discount rate based on investor expectations based on the risks associated with a property.

The subject will be owner occupied. Therefore, we utilize market derived data to conclude a value based on the Income Capitalization Approach. The market derived data includes the lease rate, leases terms and expenses.

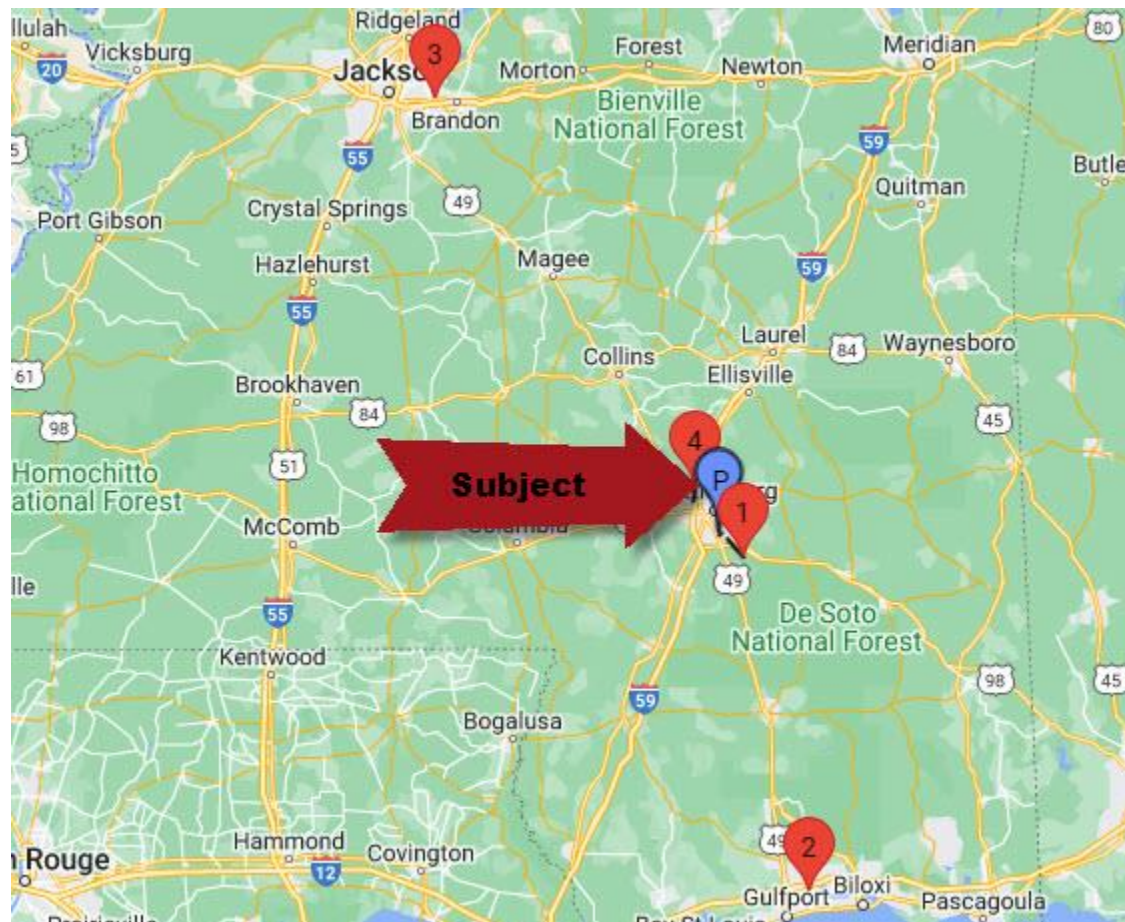
MARKET RENT

COMPETING INDUSTRIAL PROPERTIES

To estimate the market rental rate of the space in the subject, the rental rates of similar properties in the subject and surrounding areas have been analyzed. These rental rates are summarized below, and the pertinent details of each are located in the Exhibits section of this report.

We researched our internal database, CoStar, local MLS, and reached out to several local brokers. Due to the rural nature of the subject's location, recent comparable data within the subject's immediate market is limited. Therefore, we expanded our geographical search to include the surrounding competing markets with similar attributes to the subject's immediate market.

COMPARABLE LEASE MAP AND LEASE SURVEY



COMPARABLE LEASE SURVEY									
Comp No.	Property Name / Location	Bldg. Size (SF Gross)	Year Built	Tenant	Lease Start	Lease Term	Unit Size (SF)	Lease Rate (\$/SF/Yr)	Expense Structure
Lease 1	Industrial Building 95 Wl Runnels Industrial Drive Hattiesburg, MS	750,450	1995	Kohler Co.	Mar-2021	92 mos.	750,450	\$3.85	NNN
Lease 2	Industrial Office / Warehouse 10031 Lorraine Road Gulfport, MS	11,861	1968	City Electric Supply	Feb-2021	60 mos.	11,861	\$6.57	Modified Gross
Lease 3	Single-Tenant Industrial Warehouse 112 Metroplex Boulevard Pearl, MS	38,088	1999	IGT Global Solutions Corporation	Oct-2019	135 mos.	38,088	\$6.63	NNN
Lease 4	Industrial Warehouse 500 Campbell Loop Hattiesburg, MS	18,000	2000	ARK Supplies	Jan-2019	60 mos.	3,000	\$6.40	Modified Gross
	Minimum		1968					\$3.85	
	Maximum		2000					\$6.63	
	Average		1991					\$5.86	
	Subject	28,305	1990						

LEASE COMPARABLE ADJUSTMENT GRIDS

LEASE ADJUSTMENT GRID - INDUSTRIAL				
0.95	Lease 1	Lease 2	Lease 3	Lease 4
Property Name	Industrial Building	Industrial Office / Warehouse	Single-Tenant Industrial Warehouse	Industrial Warehouse
Property Address	95 Wl Runnels Industrial Drive Hattiesburg, 39401-8553	10031 Lorraine Road Gulfport, 39503	112 Metroplex Boulevard Pearl, 39208	500 Campbell Loop Hattiesburg, 39401
Representative Lease	Kohler Co.	City Electric Supply	IGT Global Solutions Corporation	ARK Supplies
Tenant				
Unit Size (SF)	750,450	11,861	38,088	3,000
Lease Start Date	Mar-2021	Feb-2021	Oct-2019	Jan-2019
Lease Term (mos)	92	60	135	60
Lease Rate (\$/SF/Yr)	\$3.85	\$6.57	\$6.63	\$6.40
Expense Structure	NNN	Modified Gross	NNN	Modified Gross
\$ Adjustment	\$1.00	\$0.00	\$1.00	\$0.00
Conditions of Lease				
\$ Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
Market Conditions	Mar-2021	Feb-2021	Oct-2019	Jan-2019
% Adjustment	0%	0%	0%	0%
Cumulative Adjusted Rent	\$4.85	\$6.57	\$7.63	\$6.40
Location	0%	-5%	-5%	0%
Access/Exposure	0%	-5%	0%	0%
Property Size (SF)	10%	-5%	0%	-10%
YOC	0%	5%	0%	0%
Condition	5%	5%	0%	5%
Quality/Appeal	0%	10%	0%	5%
Clear Height	-5%	5%	0%	5%
Economic Characteristics	0%	0%	0%	0%
Percent AC	10%	5%	5%	5%
Percent Office	5%	5%	5%	0%
Subtotal Net Adjustments	25%	20%	5%	10%
Adjusted Lease Rate per Sq.Ft.	\$6.06	\$7.88	\$8.01	\$7.04

Lease Summary - Industrial	Adjusted
Minimum	\$6.06
Maximum	\$8.01
Average	\$7.25
Concluded Market Rent	\$7.00
Concluded Expense Structure	Modified Gross

MARKET RENT CONCLUSIONS

Based upon the preceding data and analysis, a summary of the concluded market rents utilized within the following analysis is presented within the following table.

MARKET RENT CONCLUSION	
	Industrial
Net Rentable Area (SF)	28,305
Percent of Total Area	100%
Comparable Lease Rate Range (unadjusted)	\$4.35 - \$7.13
Concluded Market Rent (\$/SF)	\$7.00
Expense Structure	Modified Gross
Leasing Commissions (%)	
New	6%
Renewal	3%
Average Lease Term (years)	6

POTENTIAL GROSS RENTAL INCOME CONCLUSION

Potential gross rental income based on contract rents, with market rents applied to vacant and/or owner-occupied space, and potential gross rental income based on market rents is shown in the following table.

POTENTIAL GROSS RENTAL INCOME			
Tenancy Type	Total Area (SF)	Market Rent	
		\$/SF	Annual \$
Industrial	28,305	\$7.00	\$198,135
Total/Avg.	28,305	\$7.00	\$198,135

* Includes vacant suites at market rates

VACANCY AND COLLECTION LOSS

Occupancy data for the market, submarket, lease comparables and the subject, as well as the concluded occupancy/vacancy for the subject, is shown in the following table.

VACANCY CONCLUSION	
Market Occupancy	95%
Submarket Occupancy	93%
Subject's Current Occupancy	100%
Subject's Proposed Occupancy	100%
Subject's Stabilized Occupancy	95.0%
Subject's Stabilized Vacancy Loss	5.0%

A total vacancy loss for the subject property of 5.0% is projected.

SUBJECT'S PROJECTED INCOME AND EXPENSES

The subject's projected income and expenses are detailed in the table on the following page.

HISTORICAL & PRO FORMA OPERATING ANALYSIS		
	BBG Projection*	
	Total	per SF
INCOME		
Gross Potential Rent	\$198,135	\$7.00
Potential Gross Income	\$198,135	\$7.00
Physical Vacancy	9,907	\$0.35
Vacancy & Collection Loss	9,907	\$0.35
EFFECTIVE GROSS INCOME (EGI)	\$188,228	\$6.65
EXPENSES		
Real Estate Taxes	\$16,962	\$0.60
Insurance	\$14,153	\$0.50
Repairs & Maintenance	\$5,661	\$0.20
Administrative & General	\$2,831	\$0.10
Management	\$5,647	\$0.20
Replacement Reserves	\$4,246	\$0.15
TOTAL EXPENSES	\$49,498	\$1.75
NET OPERATING INCOME (NOI)	\$138,730	\$4.90

* Fiscal Year Beginning May-23

COMPARABLE EXPENSE DATA

Each of the respective expense items is projected in consideration of actual historical operations and market data. The following table summarizes the expenses from other industrial properties in the market area. Although an attempt was made to categorize expenses on a similar basis to the subject, the nature of the raw data prevented such in some categories, especially with regard to the level of detail. The management fee for a property is typically based upon a percentage of the EGI, which is denoted separately.

EXPENSE COMPARABLES												
Comparable No.	1			2			3			4		
Rentable Area	30,770			16,875			9,765			15,050		
Year Operations	2019			2020			2021			2021		
INCOME	Amount	\$/SF	% EGI	Amount	\$/SF	% EGI	Amount	\$/SF	% EGI	Amount	\$/SF	% EGI
EXPENSES												
Real Estate Taxes	\$15,904	\$0.52		\$28,233	\$1.67		\$8,192	\$0.84		\$30,140	\$2.00	
Insurance	\$2,678	\$0.09		\$4,000	\$0.24		\$977	\$0.10		\$2,107	\$0.14	
Repairs & Maintenance	\$13,204	\$0.43		\$2,000	\$0.12		\$977	\$0.10		\$2,258	\$0.15	
Administrative & General	\$0	\$0.00		\$1,000	\$0.06		\$1,500	\$0.15		\$452	\$0.03	
Management	\$7,692	\$0.25	6%	\$5,468	\$0.32	3%	\$3,213	\$0.33	5%	\$4,386	\$0.29	3%
Replacement Reserves	\$0	\$0.00		\$3,375	\$0.20		\$1,928	\$0.20		\$1,505	\$0.10	
Total Expenses	\$39,478	\$1.28	26%	\$44,076	\$2.61	24%	\$16,787	\$1.72	26%	\$40,848	\$2.71	28%
NET OPERATING INCOME	\$151,838	\$4.93		\$138,181	\$8.19		\$47,467	\$4.86		\$105,362	\$7.00	

OPERATING EXPENSE ANALYSIS AND PROJECTIONS

Typically, the best source of information to estimate pro forma operations for the property is the actual historical performance of the subject. However, since the subject property is occupied but not under a current lease agreement, the pro forma operations for the subject were estimated according to comparable operations within the market. Each of the respective expense items is estimated in the following analysis with consideration given to comparable expense data from the local market.

OPERATING EXPENSE COMPARISON AND CONCLUSION			
Expense Item	Expense Comps		BBG
	Range	Average	Forecast
Real Estate Taxes	\$0.52–\$2.00	\$1.26	\$0.60
	\$8,192–\$30,140	\$20,617	\$16,962
Insurance	\$0.09–\$0.24	\$0.14	\$0.50
	\$977–\$4,000	\$2,441	\$14,153
Repairs & Maintenance	\$0.10–\$0.43	\$0.20	\$0.20
	\$977–\$13,204	\$4,610	\$5,661
Administrative & General	\$0.03–\$0.15	\$0.08	\$0.10
	\$452–\$1,500	\$984	\$2,831
Management	\$0.25–\$0.33	\$0.30	\$0.20
	\$3,213–\$7,692	\$5,190	\$5,647
Replacement Reserves	\$0.10–\$0.20	\$0.17	\$0.15
	\$1,505–\$3,375	\$2,269	\$4,246
Total Operating Expenses Per SF	\$1.28–\$2.71	\$2.08	\$1.75
Total Operating Expenses	\$16,787–\$44,076	\$35,297	\$49,498

COMMENTS

Real Estate Taxes	Taxes were previously concluded in the tax section of this report.
Insurance	This category includes property and casualty insurance that is required or typical at the subject and similar properties. Historical insurance has been above the comparables and we therefore conclude within the subject's reported range.
Repairs & Maintenance	Giving consideration to the comparables and recognizing that the subject has been recently operating at below stabilized occupancy, an expense above the recent history is projected.
Administrative & General	The reported CAM expenses are within the range of the comparables and appear reasonable.
Management	This category accounts for off-site management performed by the owner or third-party management company. The reported management expenses are within the range of the comparables and appear reasonable.
Replacement Reserves	Based on typical broker and lender practices.

PRO FORMA OPERATIONS

Following is a summary of the income and expense projections for the subject which is a summation of the preceding analysis.

PRO FORMA		FY 2024	
Income		\$	Per SF
Gross Potential Rent		\$198,135	\$7.00
Recoveries		\$0	\$0.00
Parking		\$0	\$0.00
Miscellaneous		\$0	\$0.00
Total Potential Gross Income		\$198,135	\$7.00
Less Vacancy Loss	5.0%	(\$9,907)	-\$0.35
Less Collection Loss	0.0%	\$0	\$0.00
Effective Gross Income (EGI)		\$188,228	\$6.65
Expenses			
Real Estate Taxes		\$16,962	\$0.60
Insurance		\$14,153	\$0.50
Repairs & Maintenance		\$5,661	\$0.20
Administrative & General		\$2,831	\$0.10
Management	3.0%	\$5,647	\$0.20
Replacement Reserves		\$4,246	\$0.15
Total Expenses	26.3%	\$49,498	\$1.75
NET OPERATING INCOME (NOI)		\$138,730	\$4.90

DIRECT CAPITALIZATION

Direct capitalization is a method used to convert a projected single year's income expectancy into an indication of value. Dividing a property's net operating income by an appropriate market-derived capitalization rate provides a value indication. This capitalization rate is known as the overall rate.

There are several methods that can be used in deriving an overall rate that can be used to capitalize the net operating income that was projected in the previous Pro Forma Operating Statement.

MARKET DERIVATION

When adequate data is available, the overall rate is best derived from the comparable sales employed in the Sales Comparison Approach. The following table summarizes capitalization rates extracted from sales transactions with in the market area as none of the sales used in the Sales Comparison Approach had reported rates.

SUMMARY OF SALES WITH CAP RATES							
Comp No.	Property / Location	Property Type	Date of Sale	Year Built/ Renovated	Bldg. Size (SF Gross)	NOI PSF	Overall Rate
1	Industrial Building 121 Marketridge Drive Ridgeland, MS	Industrial	Apr-21	1986 / 2021	31,973	\$5.21	7.30%
2	Industrial Building 550 Gulf Line Road Pearl, MS	Industrial	Mar-22	1978	291,276	\$3.09	7.08%
3	Office/Warehouse 207 Park Court Ridgeland, MS	Industrial	Oct-20	1999 / 2020	16,783	\$6.95	8.64%
4	Office/Warehouse Property 5630 & 5632 Terry Road Byram, MS	Industrial	Feb-19	1983	3,028	\$4.15	8.38%
5	Industrial Warehouse 255 Commercial Pkwy Canton, MS	Industrial	Nov-18	2005 / 2021	100,000	\$3.50	8.13%
Subj.	Office/Warehouse 18 J M Tatum Industrial Drive Hattiesburg, Mississippi		-----	1990 / N/A	28,305	\$4.90	8.00%

The sales above indicate a wide range of capitalization rates from 7.08% to 8.64% with an average of 8.00%, including replacement reserves. We project the subject should achieve a capitalization rate similar to the sales. Therefore, the subject warrants a capitalization rate between 7.75% - 8.25%.

INVESTOR SURVEYS

INVESTOR SURVEYS		
Survey/Investment Type	OAR Range	Average
PwC Real Estate Investor Survey (4Q21)		
Warehouse	2.60% - 6.50%	4.31%
Situs RERC Real Estate Report (4Q21)		
Flex	5.00% - 8.00%	6.20%
Research & Dev	5.00% - 8.00%	6.10%
RealtyRates.com Investor Survey (4Q201)		
Warehouse/Distribution	4.43% - 10.82%	7.57%
Industrial	4.43% - 12.66%	8.90%
R&D/Flex	5.49% - 12.66%	9.16%
Indicated OAR:	2.60% - 12.66%	7.04%

BAND OF INVESTMENT

The band of investment calculation is summarized in the following table.

BAND OF INVESTMENT				
Loan Parameters				
Loan-to-Value (LTV)				75%
Amortization Period (yrs)				25
Interest Rate				6.00%
Mortgage Constant				0.07732
Equity Dividend Rate				10.00%
Calculation				
0.75 LTV	x	0.07732 Mortgage Constant	=	0.05799
0.25 Equity	x	0.10000 Equity Dividend Rate	=	0.02500
Capitalization Rate				8.30%

CAPITALIZATION RATE SUMMARY AND CONCLUSIONS

The capitalization rates derived from the various techniques are summarized in the following table.

SUMMARY CAPITALIZATION RATE AND CONCLUSION	
Method	Capitalization Rate
Market Extraction	7.08% - 8.64%
Investor Surveys	7.04%
Band of Investment	8.30%
Primary Weight	Market Extraction
Secondary Weight	Investor Surveys, Band of Investment
Capitalization Rate Conclusion	8.00%

Typically, most weight is placed on the rates derived from sources most closely associated with the subject's immediate market, that is, comparable sales, particularly if the comparable sales have a similar risk profile to the subject property. Based on all available data sources, we conclude to a 8.00% capitalization rate. However, the range would be from 7.75% and 8.25%.

VALUE INDICATION FROM DIRECT CAPITALIZATION

An opinion of market value is indicated by the Direct Capitalization Method by dividing the net operating income (NOI), derived earlier in this section by the appropriate capitalization rate. Our conclusion via the Direct Capitalization Method is as follows.

DIRECT CAPITALIZATION METHOD VALUE CONCLUSION		
NET OPERATING INCOME	\$138,730	\$4.90
Sensitivity Analysis (0.25% OAR Spread)	Value	\$/SF
Based on Low-Range of 7.75%	\$1,790,062	\$63.24
Based on Most Probable Rate of 8.00%	\$1,734,122	\$61.27
Based on High-Range of 8.25%	\$1,681,573	\$59.41
Indicated As Complete Value	\$1,734,122	
Rounded to nearest \$10,000	\$1,730,000	\$61.12
Total Adjustments		
Less: Capital Expenditures/Deferred Maintenance	(\$1,075,000)	
Total Adjustments	(\$1,075,000)	
Indicated As Is Value	\$659,122	
Rounded to nearest \$10,000	\$660,000	\$23.32

A copy of the proposed construction budget of \$1,075,000 can be found in the addenda.

RECONCILIATION AND FINAL VALUE

SUMMARY OF VALUE INDICATIONS

VALUE INDICATIONS			
As Complete as of May 5, 2023			
Cost Approach	Not Developed		
Land Value	Not Developed		
Sales Comparison Approach	\$1,700,000	\$60.06	Per Square Foot (GBA)
Income Capitalization Approach			
Direct Capitalization	\$1,730,000	\$61.12	Per Square Foot (GBA)
Approach Reliance	Sales Comparison Approach, Income Capitalization Approach (Equally)		
Value Conclusion - As Complete	\$1,715,000	\$60.59	Per Square Foot (GBA)
Insurable Replacement Cost	Not Developed		
Exposure Time (Months)	12		
Marketing Time (Months)	12		
As Is as of October 5, 2022			
Cost Approach	Not Developed		
Land Value	Not Developed		
Sales Comparison Approach	\$620,000	\$21.90	Per Square Foot (GBA)
Income Capitalization Approach			
Direct Capitalization	\$660,000	\$23.32	Per Square Foot (GBA)
Approach Reliance	Sales Comparison Approach, Income Capitalization Approach (Equally)		
Value Conclusion - As Is	\$640,000	\$22.61	Per Square Foot (GBA)
Exposure Time (Months)	12		
Marketing Time (Months)	12		

MARKET VALUE - VALUATION RELIANCE

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches would be considered meaningful and applicable in developing a credible value conclusion. The subject's age makes it difficult to accurately form an opinion of depreciation and tends to make the Cost Approach unreliable. Investors do not typically rely on the Cost Approach when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach to develop an opinion of market value. The client also requires an insurable value of the improvements.

The Sales Comparison Approach is primarily used by owner-users in making purchase decisions. It is the secondary approach used by investors. The subject appeals to an owner-user due to the lack of any long-term encumbering the subject. We account for differences in the location and overall quality and condition of the properties by adjusting based on our opinion of the market's demand for the subject's attributes and quantitative analysis for the subject's attributes supported by data.

The Income Approach is the valuation method most commonly used by investors in making purchase decisions for properties. However, the subject is not encumbered with long-term leases and is attractive to owner users.

Therefore, we developed the Income Capitalization Approach based on market lease rates and market supported capitalization rates. There was good quality data available for development of the appropriate rental and capitalization rates.

We give equal emphasis to the Sales Comparison Approach and the Income Approach. The most probable purchaser of the subject "As Is" is an owner-user as there are no long-term leases in place.

FINAL OPINION(S) OF VALUE

Based on the inspection of the property and the investigation and the analysis undertaken, we have developed the following value opinion(s).

MARKET VALUE CONCLUSION(S)			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Prospective Market Value - As Complete	Fee Simple	May 5, 2023	\$1,715,000
Market Value - As Is	Fee Simple	October 5, 2022	\$640,000

MARKETING TIME AND EXPOSURE TIME

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local Industrial market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 12 months.

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. No significant changes in market conditions in the near term are expected, it is our opinion that a reasonable marketing period for the subject is 12 months.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved with this assignment.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the state of Mississippi.
9. The reported analyses, opinions, and Value Indications were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, John Praytor, MAI, AI-GRS has completed the continuing education program for Designated Members of the Appraisal Institute.
12. John Praytor, MAI, AI-GRS has not and Dorothy Hodge-Wells has made a personal inspection of the property that is the subject of this report.
13. No one provided significant real property appraisal assistance to the person signing this certification.
14. John Praytor, MAI, AI-GRS has not and Dorothy Hodge-Wells has not provided services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.



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STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- 1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
 - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.

- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
 - g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
 - h) It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
 - i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.
 - j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
 - k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
 - l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
 - m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.
- 2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the

inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.

- 3) If provided, the estimated insurable value is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
- 4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
- 5) The value opinions reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
- 6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.

- 11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
- 12) The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the opinion of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.
- 13) Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (b) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of an Appraisal Report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.



Overview

BBG OVERVIEW

BBG is one of the nation's largest real estate due diligence firms with more than 45 offices across the country serving more than 3,000 clients. We deliver best-in-class valuation, advisory and assessment services with a singular focus of meeting our clients' needs.

Our professional team offers broad industry expertise and deep market knowledge to help clients meet their objectives throughout the real estate life cycle.

BBG clients include commercial real estate professionals, investors, lenders, attorneys, accountants and corporations.

THE BBG DIFFERENCE

National Footprint. BBG is one of only two national firms offering in-house valuation and environmental and property condition assessment services for all commercial property types.

Customer-focused Growth. BBG is one of the largest national due diligence firms because we deliver best-in-class work product and provide excellent customer care.

Qualified Team. Over 50 percent of BBG appraisers are MAI designated and offer deep industry expertise gained through real-world experience.

Unbiased Independence. By focusing exclusively on due diligence services, BBG guarantees an independent perspective free from potential conflicts of interest.

Innovative Technology. BBG has made significant analytics and IT investments to continually improve our data and report quality.

SERVICES

Valuation

- + Single Asset Valuation
- + Portfolio Valuation
- + Institutional Asset Valuation
- + Appraisal Review
- + Appraisal Management
- + Lease and Cost Analysis
- + Insurance Valuation
- + Arbitration & Consulting
- + Feasibility Studies
- + Highest and Best Use Studies
- + Evaluation
- + Investment analysis
- + Tax appeals
- + Litigation Support
- + Manufactured Housing and Campgrounds

Advisory

- + ASC 805 Business combinations
- + ASC 840 Leases
- + Purchase Price Allocations
- + Portfolio Valuations for reporting net asset values (NAV)
- + Public and non-traded REIT valuations
- + Valuations for litigation and litigation support
- + Sale-leaseback valuation analysis
- + Valuations for bankruptcy/fresh start accounting
- + Cost segregation analysis

Assessment

- + Environmental due diligence
- + Property condition consulting
- + Small loan services
- + Energy consulting
- + Environmental consulting
- + Zoning
- + ALTA Surveys

Valuation + Assessment

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GLOSSARY

Assessed Value: The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.¹

Asset:

1. Any item, the rights to which may have economic value, including financial assets (cash or bonds), business interests, intangible assets (copyrights and trademarks), and physical assets (real estate and personal property).
2. In general business usage, something owned by a business and reflected in the owner's business sheet.

Asset: A resource controlled by the entity as a result of past events and from which future economic benefits are expected to flow to the entity.²

Capital Expenditure: Investments of cash (or the creation of liability) to acquire or improve an asset, e.g., land, buildings, building additions, site improvements, machinery, equipment; as distinguished from cash outflows for expense items that are normally considered part of the current period's operations.¹

Cash Equivalency: An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.¹

Client:

1. The individual, group, or entity who engages a valuer to perform a service (USPAP)
2. The party or parties who engage, by employment or contract, an appraiser in a specific assignment. Comment: The client may be an individual, group, or entity, and may engage and communicate with the appraiser directly or through an agent (USPAP, 2016-17-ed).
3. Generally the party or parties ordering the appraisal report. It does not matter who pays for the work (CUSPAP, 2014-ed).¹

Condominium Ownership: A form of fee ownership of separate units or portions of multiunit buildings that provides for formal filing and recording of a divided interest in real property.³

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.¹

Credible:

1. Worthy of belief, supported by analysis of relevant information. Creditability is always measured in the context of intended use. (SVP)
2. Worthy of belief. Comment: Creditable assignment results require support, by relevant evidence and logic, to the degree necessary for the intended use. (USPAP, 2016-2017-ed.).¹

Deferred Maintenance: Needed repairs or replacement of items that should have taken place during the course of normal maintenance.¹

Disposition Value: The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a specific time, which is short than the typical exposure time for such a property in that market. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) An adequate marketing effort will be made during the exposure time. 8) Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration of the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.¹

Economic Life: The period over which improvements to real property contribute to property value.¹

Effective Date: 1) The date on which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. 2) In a lease document, the date upon which the lease goes into effect.¹

Effective Gross Income Multiplier (EGIM): The ratio between the sale price (or value) of a property and its effective gross income.¹

Effective Rent: Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions, the rent that is effectively paid by a tenant net of financial concessions provided by a landlord.¹

Exposure Time: 1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market (USPAP 2016-2017-ed).¹

Extraordinary Assumptions: An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property, or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed).¹

Fair Market Value: In nontechnical usage, a term that is equivalent to the contemporary usage of market value.¹

Fair Share: That portion of total market supply accounted for by a subject property. For example, a 100-key hotel in 1,000-key market has a fair share of 10%.¹

Fair Value:

1. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. (FASB)
2. The estimated price for the transfer of an asset or liability between identified knowledgeable and willing parties that reflects the respective interests of those parties. (This does not apply to valuations for financial reporting.) (IVS).¹

Fair Value: The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.²

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

Floor Area Ratio (FAR): The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.¹

Going-Concern Value: 1) 73. An established and operating business having an indefinite future life. 2) 74. An organization with an indefinite life that is sufficiently long that, over time, all currently incomplete transformations [transforming resources from one form to a different, more valuable form] will be completed.¹

Gross Building Area (GBA): 1) Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. 2) Gross leasable area plus all common areas. 3) 16. For residential space, the total area of all floor levels measured from the exterior of the walls and including the super structure and substructure basement; typically does not include garage space.¹

Highest and Best Use: 1) The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. 2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS). 3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) ¹

Hypothetical Condition: 1) 117. A condition that is presumed to be true when it is known to be false. (SVP). 2) A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) ¹

Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income. ¹

Inspection: Personal observation of the exterior or interior of the real estate that is the subject of an assignment performed to identify the property characteristics that are relevant to the assignment, such as amenities, general physical condition, and functional utility. Note that this is not the inspection process performed by a licensed or certified building inspector. ¹

Insurable Value: A type of value for insurance purposes. ¹

Intangible Assets: 1) A nonmonetary asset that manifests itself by its economic properties. It does not have physical substance but grants rights and economic benefits to its owner. (IVS). 2) A nonphysical asset such as a franchise, trademark, patent, copyright, goodwill, equity, mineral right, security, and contract (as distinguished from physical assets) that grant rights and privileges, and have value for the owner. (ASA). 3) An identifiable nonmonetary asset without physical substance. An asset is a resource that is controlled by the entity as a result of past events (for ex-ample, purchase or self-creation) and from which future economic benefits (inflows of cash or other assets) are expected. [IAS 38.8] Thus, the three critical attributes of an intangible asset are: identifiability, control (power to obtain benefits from the asset), 'future economic benefits (such as revenues or reduced future costs). (IAS 38) ¹

Intangible property: Nonphysical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment. (USPAP, 2016-2017 ed.) ¹

Intended Use: 1) The valuer's intent as to how the re-port will be used. (SVP) 2) The use or uses of an appraiser's reported appraisal or appraisal review assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment. (USPAP, 2016-2017 ed.) ¹

Intended User: 1) The party or parties the valuer intends will use the report. (SVP) 2) The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser on the basis of communication with the client at the time of the assignment. (USPAP, 2016-2017 ed.) ¹

Internal Rate of Return ("IRR"): The annualized yield rate or rate of return on capital that is generated or capable of being generalized within an investment of portfolio over a period of ownership. Alternatively, the indicated return of capital associated with a projected or pro forma income stream. The discount rate that equates the present value of the net cash flows of a project with the present value of the capital investment. It is the rate at which the Net Present Value (NPV) equals zero. The IRR reflects both the return on invested capital and the return of the original investment, which are basic considerations of potential investors. Therefore, deriving the IRR from analysis of market transactions of similar properties having comparable income

patterns is a proper method for developing market discount rates for use in valuations to arrive at Market Value. Used in discounted cash flow analysis to find the implied or expected rate of return of the project, the IRR is the rate of return which gives a zero net present value (NPV). See also equity yield rate (YE); financial management rate of return (FMRR); modified internal rate of return (MIRR); yield rate (Y). ¹

Investment Value: 1) The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2) The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS) ¹

Leasehold Interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. ¹

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. ¹

Liquidation Value: The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a short time period; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer and seller are acting prudently and knowledgeably; 4) The seller is under extreme compulsion to sell; 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) A normal marketing effort is not possible due to the brief exposure time 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms. ¹

Load Factor: A measure of the relationship of common area to useable area and therefore the quality and efficiency of building area layout, with higher load factors indicating a higher percentage of common area to overall rentable space than lower load factors; calculated by subtracting the amount of usable area from the rentable area and then dividing the difference by the usable area: ¹

$$\frac{(\text{Rentable Area} - \text{Useable Area})}{\text{Useable Area}}$$

Market Value. The major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.*

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.

2. Market value is described, not defined, in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. Comment: Forming an opinion of market value is the purpose of many real property appraisal assignments, particularly when the client's intended use includes more than one intended user. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories:

- the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
- the terms of sale (e.g., cash, cash equivalent, or other terms); and
- the conditions of sale (e.g., expo- sure in a competitive market for a reasonable time prior to sale).

USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:

- Identifications of the specific property rights to be appraised.
- Statement of the effective date of the value opinion.
- Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
- If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above- or below-market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.

3. The following definition of market

value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated;

Both parties are well informed or well advised, and each acting in what they consider their own best interests;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

• The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

4. The International Valuation Standards Council defines market value for the purpose of international standards as follows: The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. (IVS)

5. The Uniform Standards for Federal Land Acquisitions defines market value as follows: Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Appraisal Standards for Federal Land Acquisitions)¹

Market Value "As If Complete" On The Appraisal Date:

Market value as if complete on the effective date of the appraisal is an estimate of the market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value "As Is" On The Appraisal Date: Value As Is -The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. See also effective date; prospective value opinion.

Market Value of the Total Assets of the Business: The market value of the total assets of the business is the market value of all of the tangible and intangible assets of a business as if sold in aggregate as a going concern. This assumes that the business is expected to continue operations well into the future.⁴

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)³

Net Lease: A lease in which the landlord passes on all expenses to the tenant. See also lease.¹

Net Rentable Area (NRA): 1) The area on which rent is computed. 2) The Rentable Area of a floor shall be computed by measuring to the inside finished surface of the dominant portion of the permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. Include space such as mechanical room, janitorial room, restrooms, and lobby of the floor.⁵

Penetration Ratio (Rate): The rate at which stores obtain sales from within a trade area or sector relative to the number of potential sales generated; usually applied to existing facilities. Also called: penetration factor.¹

Prospective opinion of value. A value opinion effective as of a specified future date. The term does not define a type of value. Instead it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.¹

Reconciliation: A phase of a valuation assignment in which two or more value indications are processed into a value opinion, which may be a range of value, a single point estimate, or a reference to a benchmark value.¹

Reliable Measurement: [The IAS/IFRS framework requires that] neither an asset nor a liability is recognized in the financial statements unless it has a cost or value that can be measured reliably.²

Remaining Economic Life: The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.¹

Replacement Cost: The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout.¹

Retrospective Value Opinion: A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."¹

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.¹

Scope of Work: 1) The type of data and the extent of research and analyses. (SVP). 2) The type and extent of research and analyses in an appraisal or appraisal review assignment. (USPAP, 2016–2017 ed.)¹

Stabilized value: A value opinion that excludes from consideration any abnormal relationship between supply and demand such as is experienced in boom periods when cost and sale price may exceed the long-term value, or during periods of depression, when cost and sale price may fall short of long-term value. It is also a value opinion that excludes from consideration any transitory condition that may cause excessive construction costs, e.g., a premium paid due to a temporary shortage of supply.

Substitution: The principle of substitution states that when several similar or commensurate commodities, goods, services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.³

Total Assets of a Business: Total assets of a business is defined by the Appraisal Institute as “the tangible property (real property and personal property, including inventory and furniture, fixtures and equipment) and intangible property (cash, workforce, contracts, name, patents, copyrights, and other residual intangible assets, to include capitalized economic profit).”

Use Value:

The value of a property assuming a specific use, which may or may not be the property’s highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.¹

¹Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute 2010). ²Appraisal Institute, *International Financial Reporting Standards for Real Property Appraiser, IFRS Website*, www.ifrs-ebooks.com/index.html. ³Appraisal Institute, *The Appraisal of Real Estate*, 13th ed. (Chicago: Appraisal Institute 2008). ⁴ This definition is taken from “Allocation of Business Assets Into Tangible and Intangible Components: A New Lexicon,” *Journal of Real Estate Appraisal*, January 2002, Volume LXX, Number 1. This terminology is to replace former phrases such as: value of the going concern. ⁵Financial Publishing Company, *The Real Estate Dictionary*, 7th ed. ⁶ U.S. Treasury Regulations

LETTER OF ENGAGEMENT

09/26/2022

John Praytor, MAI
BBG, Inc. - Jackson
617 Renaissance Way
Ridgeland, Mississippi 39157

RE: File #: 103773 / Project #: 2209-103253-001
BLENDCO INC
18 J M TATUM INDUSTRIAL DR
HATTIESBURG, Mississippi 39401

This letter, along with the attached "Assignment Summary", will confirm your engagement to prepare a real estate appraisal on the referenced property on behalf of Cadence Bank. This engagement is subject to the specific terms and conditions outlined in the Request for Proposal in YouConnect including, but not limited to the comments section and any attached Reference Documents.

The purpose of the valuation is to estimate market value as defined by the Board of Governors of the Federal Reserve System, in accordance with Title XI of FIRREA (1989). Representatives of Cadence Bank may perform an administrative or technical review of the report. Your full cooperation in the review process is deemed to be an integral part of this valuation assignment.

It is mutually agreed that your completed report will be uploaded to Cadence Bank's YouConnect management system on or before the date specified below, and that the total fee (including expenses) will not exceed the fee specified below. Cadence Bank reserves the right to reject the report and deny payment for untimely delivery.

Date Appraisal Due: 10/11/2022 **Total Fee:** \$2,950.00 (inclusive of all expenses)

Where applicable, the valuation and report are to be prepared in conformance with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA); the Interagency Appraisal and Evaluation Guidelines; the Cadence Bank Appraisal Standards; and the Uniform Standards of Professional Practice (USPAP).

The report should include a statement of the exposure time implicit in the value(s).

Bancorp South reserves the right to provide a copy of the report to the borrower, the borrower's representative, or any third party Cadence Bank may deem appropriate. Further, Cadence Bank reserves the right to terminate this assignment at any time without any further liability or obligation owed to you, if in the judgment of Cadence Bank you have failed to perform in accordance with the terms and conditions set forth in this engagement letter. You will maintain the confidentiality and privacy of customer information obtained in the course of this assignment in compliance with USPAP and Regulation P, TitleV of the Gramm - Leach - Bliley Financial Modernization Act.

Please include a signed copy of this letter as an addendum to the completed report.

Sincerely,

Amanda Gholston, Commercial Processor
Phone: (662) 620-4363
Cadence Bank

Accepted By: John Praytor, MAI
Acceptance Date: 09/26/2022

By confirming your acceptance of this contract through Cadence Bank's YouConnect management system, you acknowledge that you have read and agreed to the general and special requirements.

Commercial Property Appraisal Engagement Summary Contract

Date Awarded: 09/26/2022

File #: 103773 / Project #: 2209-103253-001

Appraiser Name: John Praytor, MAI
Appraiser Company: BBG, Inc. - Jackson
Address: 617 Renaissance Way, Ridgeland, Mississippi 39157
Phone: 601-714-1665
Email: jrp bids@bbgres.com

Property Description

Project Name: BLEND CO INC
Property Name:
Borrower Name: BLEND CO INC

Equity/Related Parties: CHARLES N MCCAFFREY JR
Property Type: Business Entity, Corporation (C Corp)
Address: 18 J M TATUM INDUSTRIAL DR, HATTIESBURG, Mississippi 39401, FORREST
Parcel/Tax ID #: 2-0411-34-013.00
Lot #:
Improvement Status: Existing
Current/Proposed Use: OFFICE AND WAREHOUSE
of Buildings: 1
Year Built: 1990
Building Size (SF): 21,312 SF
Property Tenancy: Owner Occupied (100%)
Percentage Occupied: 100
of Tenant Spaces/Units/Beds:
Anchor Tenant(s):
Building Comments:
Site Size: 5 Acres
Excess/Surplus Land:
Lots/Parcels:
Ground Lease:
Site Comments:
Marketing Status: For Sale
Comments:
Amanda Gholston Sep 16, 2022
The individual insurable RCV/ACV values are required.

Access/Contact Info: CHARLES MCCAFFREY - **Phone:** (601) 545-2450 **Phone #2:** **Email:**
- **Phone:** **Phone #2:** **Email:**

Please accept this letter as your authorization to develop an appraisal report of the referenced property on behalf of Cadence Bank. This engagement is subject to the following:

- The specific terms and conditions outlined in the Request for Proposal (RFP) in YouConnect including, but not limited to, the Comments section, the supplemental Scope of Work Requirements for the subject property type and any other additional specified or Reference Documents;
- The Cadence Bank Appraisal Standards, Terms and Conditions; and
- Any specific requirements set forth in this letter.

Delivery Date: 10/11/2022

Delivery Requirements: Please submit any requests for information to the property contact and arrange for a property inspection. If you have not received all required information or if at any time you believe the report may be delayed, contact the Job Manager stipulated below. Please upload an electronic copy of your report to the YouConnect management system no later than the delivery date. At the discretion of the Chief Appraiser, appraisal reports that are received after the Delivery Date are subject to a late charge of up to \$50.00 per day.

Appraisal Fee: \$2,950.00, inclusive of all costs necessary to complete the report. Any costs not included in the fee must be approved in advance by Cadence Bank.

Scope of Work

Report Format:	Appraisal Report
Intended Use:	The intended use of this appraisal is for loan underwriting and/or credit decisions by the Bank and/or participants.
Intended User:	The intended users of this report are Cadence Bank, its successors or assigns, and/or participants.
Syndication/Participation:	No
Is Cadence Bank Agent Bank:	
SBA Involvement?	No
SBA Loan Type:	
Inspection Requirements:	Full Inspection (Interior & Exterior)
- The engaged appraiser shall personally the subject property, unless prior approval for an exception has been granted by the Bank.	
Approaches To Value:	Sales Comparison, Cost Approach, Income Capitalization, All Applicable

The order is for the purchase of a commercial office building that will have renovations. The borrower will have plans and budgets the day of inspection.

The individual insurable RCV/ACV values are required.

A separate Replacement Cost New (RCN) and depreciated Actual Cash Value (ACV) for each building must be provided in the report. Reference BXS Appraisal Requirements for additional instructions.

A determination if the property is impacted by Wetlands and a copy of the National Wetlands Inventory map (www.fws.gov/wetlands/data.mapper.html) must be included in the report.

The appraisal report must be signed by either the engaged appraiser, John Praytor, MAI, or the approved signatory, John Praytor, MAI.

Valuation Scenario(s):

<u>Value Premise</u>	<u>Interest Appraised</u>	<u>Comments</u>
Market Value - As Is	Fee Simple	

Address Questions to Amanda Gholston: Please direct all requests for additional information to the Job Manager, Amanda Gholston, by utilizing the "Vendor/Job Manager Discussion" section located on the Report Submission web form. Please do not utilize external email.

Address Final Reports to: Amanda Gholston
Cadence Bank
2778 West Jackson St., Building C
Tupelo, Mississippi 38802

Deliver Reports to: Please upload report to the YouConnect management system.

Invoice Requirements

Please reference our File Number and your company's Tax Identification Number on the invoice.

In addition to uploading the PDF appraisal to Bancorp South's YouConnect management system, please upload a copy of the appraisal invoice at the same time.

Authorization

This document was created 09/26/2022 by Amanda Gholston for Cadence Bank. The user's identity has been verified and authenticated by YouConnect through a secure login. The original version of this document is retained in YouConnect.

SUBJECT PHOTOGRAPHS

Addenda D



*View of subject as seen from J M Tatum Industrial Dr., parking on left
Picture taken on October 5, 2022*



*View of main entrance to office area
Picture taken on October 5, 2022*



*View of front lobby
Picture taken on October 5, 2022*



*View of interior hallway
Picture taken on October 5, 2022*



*View of typical office
Picture taken on October 5, 2022*



*View of conference room
Picture taken on October 5, 2022*

Addenda E



*View of typical office
Picture taken on October 5, 2022*



*View of typical office
Picture taken on October 5, 2022*



*View of repaired window with leaks
Picture taken on October 5, 2022*



*View of water damage on ceiling
Picture taken on October 5, 2022*



*View of water damage on ceiling
Picture taken on October 5, 2022*



*View of entrance from office area to warehouse
Picture taken on October 5, 2022*

Addenda F



*View of front portion of warehouse, all heated/cooled
Picture taken on October 5, 2022*



*View of rear warehouse (without a/c)
Picture taken on October 5, 2022*



*View of office in warehouse
Picture taken on October 5, 2022*



*View of breakroom in warehouse
Picture taken on October 5, 2022*



*View of water damage in warehouse
Picture taken on October 5, 2022*



*View of northwest exterior
Picture taken on October 5, 2022*



*View of north side (rear) of warehouse area
Picture taken on October 5, 2022*



*View of loading dock on west side of warehouse
Picture taken on October 5, 2022*



*View of west side of office exterior
Picture taken on October 5, 2022*



*View of overgrown drainage ditch
Picture taken on October 5, 2022*



*View of J M Tatum Industrial Drive looking east
Picture taken on October 5, 2022*



*View of J M Tatum Industrial Drive looking west
Picture taken on October 5, 2022*

SUBJECT SUPPLEMENTAL INFORMATION

4.5.13 I-1 Light Industrial District.	
Description and Purpose.	Characteristic Development Type
The purpose of the I-1 District is to provide for the development of research, light industrial, office parks, warehouse, and distribution centers consistent with comprehensive planning policies. This district is consistent with the Industry and Corporate Office District in the Comprehensive Plan.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

4.5.14 I-2 Heavy Industrial District.	
Description and Purpose.	Characteristic Development Type
The purpose of the I-2 District is to provide for the development of manufacturing, research, warehouse, and distribution centers consistent with comprehensive planning policies. This district is consistent with the Industrial 2 District in the Comprehensive Plan.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

SECTION 5 USE REGULATIONS AND CONDITIONS

5.1 Establishment of a Table of Uses for Base Zoning Districts.

The uses permitted in the base zoning districts established by Section 4 are set forth in Table 5.1, Table of Uses and repeated in the base zoning district. Whenever there is a conflict between what is listed in the Table of Uses and the base zoning district, the Table of Uses shall govern.

5.2 Determination of Use Category.

The Director shall make a determination as to whether or not any proposed use is permitted within Hattiesburg's zoning jurisdiction based on the uses listed in the Table of Uses. Whenever it is not clear whether a proposed use is or is not permitted, the Director shall consult the purpose statement for each district and the latest version of the [North American Industrial Classification System \(NAICS\)](#) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Director after consultation may be considered a "Conditional Use" and will require review by the Hattiesburg Planning Commission.

5.3 Table of Uses.

- 5.3.1 In General. The following table lists uses permitted in each standard zoning district by a) approval by the Director with or without conditions; and, b) approval by the Planning Commission with or without conditions. The table also denotes in which districts certain uses are not permitted.
- 5.3.2 Districts - The Table of Uses lists uses for each base zoning district within the City's zoning jurisdiction.. Planned, Overlay and Form Based Districts are not listed in the table. The Historic District and Floodplain District are overlay districts within which uses allowed shall be governed by the underlying district. Uses within Planned Mixed-Use District are established on a case-by-case basis consistent with an adopted plan for the area if one exists, the intent of the Comprehensive Plan and the list of acceptable

uses included in [Section 4](#) of this code. The Form Based District appears as Appendix 1 attached to this code

5.3.3 Symbols.

5.3.3.1 Permitted - Where the symbol "■" is shown, the use to which it refers is permitted as a "use by right" in the indicated district, provided it complies fully with all applicable development standards of this chapter.

5.3.3.2 Permitted with Conditions - Where the symbol "□" is shown, the use to which it refers is permitted subject to use specific conditions contained in this section.

5.3.3.3 Conditional Use - Where the symbol "◆" is shown, the use to which it refers must be approved by the Planning Commission and is subject to any use specific conditions of this Code.

5.3.3.4 Not Permitted - Where an "✖" is shown on the table, the use to which it refers is not permitted in the indicated district

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural	Residential						Business					Industrial		
■	Permitted	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Accessory buildings and structures, excluding dwellings		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.2
Accessory communication antennae		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.1
Adult entertainment		×	×	×	×	×	×	×	×	×	×	×	◆	×	×	5.4.3
Agriculture-related feed, supply and equipment sales and services		×	◆	×	×	×	×	×	×	×	◆	×	■	■	■	5.4.4
Airport, public or private		■	×	×	×	×	×	×	×	×	×	×	×	■	■	-
Alternative financial services		×	×	×	×	×	×	×	×	×	×	×	■	×	×	-
Amusement facilities		×	×	×	×	×	×	×	×	×	□	□	□	◆	×	5.4.5
Animal husbandry—for profit and research-related, excluding CAFOs as defined by the US EPA		■	■	×	×	×	×	×	×	×	×	×	×	◆	◆	-
Animal husbandry—for profit and research-related, including Concentrated Animal Feeding Operation as defined by the US EPA		■	×	×	×	×	×	×	×	×	×	×	×	×	◆	5.4.4
Animal shelter		■	◆	×	×	×	×	×	×	×	×	×	■	◆	◆	-
Aquaculture— for profit and research-related		■	◆	×	×	×	×	×	×	×	×	×	×	◆	◆	-
Armory		×	×	×	×	×	×	×	×	×	×	×	■	■	■	-
ATM, outdoor		×	×	×	×	×	×	×	×	□	□	□	□	■	■	5.4.6
Auction house		◆	◆	×	×	×	×	×	×	×	×	■	■	◆	×	-
Automotive filling station		×	×	×	×	×	×	×	×	◆	■	◆	■	■	■	-
Automotive rental and sales		×	×	×	×	×	×	×	×	×	□	×	□	□	□	5.4.7
Automotive, truck and small engine maintenance		×	×	×	×	×	×	×	×	◆	□	×	□	■	■	5.4.7
Automotive, truck and small engine repair		×	×	×	×	×	×	×	×	×	□	×	□	■	■	5.4.7
Boarding house		×	×	×	×	×	◆	◆	×	×	×	×	×	×	×	5.4.9
Boat, canoe, and kayak rental		□	□	×	×	×	×	×	×	×	□	□	■	×	×	5.4.10
Broadcast studio		◆	◆	×	×	×	×	×	×	◆	□	□	□	□	×	5.4.11
Bus station		×	×	×	×	×	×	×	×	×	■	■	■	■	■	-

Table 5.1 Table of Uses																
Use		Agricultural		Residential				Business					Industrial		Additional Use Conditions Cross Reference	
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Care center		◆	◆	×	×	×	×	□	□	□	□	□	□	◆	×	5.4.12
Care center, home		□	□	◆	◆	◆	◆	◆	□	□	□	□	□	×	×	5.4.12
Cemeteries and columbariums accessory to a worship center		□	□	□	□	□	□	□	□	□	□	□	□	×	×	5.4.13
Cemetery and columbarium as principal uses		◆	◆	×	×	×	×	×	×	×	□	×	□	×	×	5.4.13
Civic/cultural/community center		×	◆	◆	◆	◆	◆	◆	□	□	□	□	□	◆	×	5.4.14
Clubs and bars		×	×	×	×	×	×	×	×	◆	□	□	□	×	×	5.4.15
Construction offices (plumbing/gas/electrical /welding – with equipment, supplies and retail sales)		×	×	×	×	×	×	×	×	×	◆	×	□	□	□	5.4.16
Correctional facilities and jails		×	×	×	×	×	×	×	×	×	×	×	◆	◆	◆	-
Country club		■	◆	◆	◆	◆	◆	◆	×	×	×	×	×	×	×	-
Digital Billboard		×	×	×	×	×	×	×	×	×	×	×	◆	◆	◆	-
Dry Cleaner		×	×	×	×	×	×	×	□	■	■	■	■	■	■	5.4.17
Dwelling, manufactured (mobile) home		□	□	×	×	×	×	×	×	×	×	×	×	×	×	5.4.19
Dwelling, mixed use		×	×	×	×	×	×	×	◆	◆	◆	□	×	×	×	5.4.20
Dwelling, multi-family		×	×	×	×	×	×	□	◆	×	×	◆	×	×	×	5.4.18
Dwelling, single family attached		×	×	×	×	×	■	■	■	×	×	◆	×	×	×	-
Dwelling, single family detached		■	■	■	■	■	■	■	■	◆	×	×	×	×	×	-
Dwelling, two family		×	×	×	×	×	□	□	□	◆	×	×	×	×	×	5.4.18
Dwelling, zero lot line detached		×	×	×	×	□	□	□	□	◆	×	×	×	×	×	5.4.21
Exterminators		×	×	×	×	×	×	×	×	×	◆	×	■	■	■	-
Fairgrounds and stadiums, public or private		◆	◆	×	×	×	×	×	×	×	◆	×	■	■	◆	-

Table 5.1 Table of Uses																
Use		Agricultural		Residential				Business				Industrial		Additional Use Conditions Cross Reference		
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B-1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
FDIC financial institutions and mortgage companies, excluding alternative financial service businesses		×	×	×	×	×	×	×	◆	■	■	■	■	◆	×	-
Fishing, hunting and trapping		□	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Fitness centers		×	×	×	×	×	×	×	■	■	■	■	■	■	■	-
Funeral home, mortuary and crematorium		×	×	×	×	×	×	×	×	◆	□	■	■	×	×	5.4.22
Gallery, museum, and library		◆	◆	◆	◆	◆	◆	◆	◆	■	■	■	■	◆	◆	-
Gated communities		◆	◆	◆	◆	◆	◆	◆	×	×	×	×	×	×	×	5.4.23
Glass repair and replacement		×	×	×	×	×	×	×	×	×	□	×	□	×	×	5.4.24
Golf course		■	■	■	■	■	■	■	×	×	×	×	×	×	×	-
Government center/complex and offices		◆	◆	◆	◆	◆	◆	◆	■	■	■	■	■	■	■	-
Group facility		◆	◆	×	×	×	×	◆	◆	◆	◆	×	×	×	×	5.4.24
Group home		◆	◆	◆	◆	◆	◆	◆	◆	◆	×	×	×	×	×	5.4.24
Heliport		◆	◆	×	×	×	×	×	×	×	□	□	□	◆	□	5.4.26
Home occupation		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.27
Horticulture— for profit and research-related		□	□	×	×	×	×	×	×	×	×	×	◆	◆	◆	-
Horticulture— private		■	■	■	■	■	■	■	■	■	■	■	■	■	■	-
Hospital and outpatient clinic		×	×	×	×	×	×	×	×	×	■	■	■	◆	×	-
Hunting camp/lodge		■	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Ice machines and similar commercial accessory structures		×	×	×	×	×	×	×	×	◆	□	×	□	◆	◆	5.4.28
Industry, heavy		×	×	×	×	×	×	×	×	×	×	×	×	×	■	-
Industry, light		×	×	×	×	×	×	×	×	×	×	×	◆	■	■	-
Kennel		□	◆	×	×	×	×	×	×	×	×	×	◆	□	□	5.4.29
Laboratory, dental or medical		×	×	×	×	×	×	×	■	■	■	■	■	■	■	-
Laundromat		×	×	×	×	×	×	×	◆	■	■	◆	■	×	×	-
Life care communities		×	◆	×	×	×	◆	◆	×	×	×	×	×	×	×	5.4.30
Lodging—bed and breakfast home		×	×	◆	◆	◆	◆	◆	◆	◆	◆	◆	×	×	×	5.4.8

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural	Residential						Business					Industrial		
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B-1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
✖	Not Permitted															
Lodging—bed and breakfast inn		✖	✖	◆	◆	◆	◆	◆	□	□	□	□	✖	✖	✖	5.4.8
Lodging—hotel, motel		✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	✖	✖	-
Machinery, tools/construction equipment, limited sales and service		✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	■	■	■	-
Marine sales and service		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	
Medical or dental office		✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	✖	✖	-
Methadone Maintenance Facility		✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	◆	✖	✖	-
Microbreweries		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	◆	■	■	-
Mining and extraction		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	-
Open space, common and public		■	■	■	■	■	■	■	■	■	■	■	■	■	■	-
Other professional office		✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	■	■	-
Package liquor store		✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	✖	✖	-
Park/playground		■	■	■	■	■	■	■	■	■	■	■	■	◆	◆	
Parking, garage		✖	✖	✖	✖	✖	✖	■	✖	✖	■	■	■	■	■	-
Parking, surface		✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	◆	◆	-
Pawn shop		✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	■	◆	✖	5.4.31
Personal and professional services, excluding tattoo parlors		✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	◆	✖	-
Places of assembly not otherwise listed		□	□	◆	◆	◆	◆	◆	◆	□	■	■	■	◆	✖	5.4.32
Plasma Collection Facility		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	✖	-
Product wholesale		✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	■	■	■	-
Public and community utility facilities		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.33
Public safety station (police, fire, ambulance)		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.34
Railroad facilities including terminals, excluding maintenance yards		✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	-

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential					Business					Industrial		
		A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B-1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
■	Permitted															
□	Permitted with conditions															
◆	Conditional Use															
✖	Not Permitted															
Railroad maintenance yard		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	■	-
Recycling center		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	-
Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care		✖	✖	✖	✖	✖	✖	◆	□	□	□	□	□	✖	✖	5.4.35
Repair shop (small appliance, shoes, excluding engine)		✖	✖	✖	✖	✖	✖	✖	◆	■	■	■	■	◆	✖	-
Restaurant, with drive-thru		✖	✖	✖	✖	✖	✖	✖	✖	✖	□	✖	□	□	□	5.4.36
Restaurant, without drive-thru		✖	✖	✖	✖	✖	✖	✖	◆	◆	□	□	□	□	□	5.4.36
Retail, <10,000 sq.ft.		✖	✖	✖	✖	✖	✖	✖	✖	□	□	□	■	□	□	5.4.37
Retail, >50,000 sq.ft.		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	□	◆	✖	5.4.37
Retail, 10,000-50,000 sq.ft.		✖	✖	✖	✖	✖	✖	✖	✖	✖	□	□	□	□	□	5.4.37
Riding academy or stable		■	■	✖	✖	✖	✖	✖	✖	✖	✖	✖	□	✖	✖	5.4.38
Sanitary landfill		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	-
Satellite receiving systems		◆	◆	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	■	■	-
School, K-12		✖	✖	◆	◆	◆	◆	◆	□	□	□	□	□	✖	✖	5.4.39
School, trade		✖	✖	✖	✖	✖	✖	✖	✖	✖	□	□	□	■	■	5.4.39
School, university or college		✖	✖	✖	✖	✖	✖	■	✖	✖	■	■	■	◆	◆	-
Self-storage		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	□	□	◆	5.4.40
Sewage disposal plant		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	-
Shopping center, <25,000 sq.ft.		✖	✖	✖	✖	✖	✖	✖	✖	✖	□	◆	□	✖	✖	5.4.43
Shopping center, >75,000		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	□	✖	✖	5.4.43
Shopping center, 25,000-75,000 sq.ft.		✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	◆	□	✖	✖	5.4.43
Silviculture— for profit and research-related		□	□	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	5.4.41
Solar Farm		◆	◆	◆	✖	✖	◆	✖	✖	✖	✖	✖	✖	◆	◆	-

5.4 Additional Use Conditions.

Certain uses, as noted in the Table of Uses as permitted with conditions or requiring Planning Commission approval, must meet additional conditions in order to be permitted within the City of Hattiesburg. These uses along with their applicable conditions are listed below.

Storage of junk, junk vehicles, salvage materials and waste	◆	◆	×	×	×	×	×	×	×	×	×	×	□	□	5.4.42
Tattoo parlor	×	×	×	×	×	×	×	×	×	■	■	■	◆	×	-
Taxidermist	■	×	×	×	×	×	×	×	×	×	×	■	■	■	-
Telecommunication facilities and towers, wireless	□	□	×	×	×	×	×	□	□	□	□	□	■	■	5.4.44
Theater, indoor	×	×	×	×	×	×	×	×	×	■	■	■	×	×	-
Theater, outdoor	◆	◆	×	×	×	×	×	×	×	■	◆	■	◆	◆	-
Tow yards (impoundment lots)	×	×	×	×	×	×	×	×	×	×	×	×	□	□	5.4.7
Utility operation center	×	×	×	×	×	×	×	×	×	■	×	■	■	■	-
Veterinary clinic and hospital	■	■	×	×	×	×	×	×	×	□	×	□	◆	×	-
Warehousing and Distribution	×	×	×	×	×	×	×	×	×	◆	×	■	■	■	-

5.4.1 Accessory Communication Antenna.

5.4.1.1 The following uses are permitted accessory uses:

- i. The placement of an antenna, including other supporting equipment, on City Property that is zoned commercial or industrial.
- ii. Installation of an Antenna on an existing structure excluding a tower (such as a building, light pole, water tower, or other free-standing nonresidential structure) that is 50 feet in height or greater, provided that the additional antenna adds no more than 21 feet to the height of the existing structure.
- iii. Installation of an antenna on any existing tower of any height, so long as the addition of said antenna extends no more than 21 feet above the height of the existing tower or structure and the existing tower is not a legal, non-conforming tower.
- iv. An antenna that is attached to a C.O.W. (Cellular on Wheels) may be located on property containing a legal conforming telecommunication tower.

5.4.1.2 Prior to the installation of any Antenna or tower covered by this ordinance the owner of such Antenna or tower shall make written

application as required and include all information required therein."

5.4.1.3

Accessory antennas shall be concealed within or have an exterior appearance as a permitted principal or accessory structure permitted in the district where located.

5.4.2

Accessory Uses, Buildings.

5.4.2.1

In no event shall "accessory use" or "accessory structure" be construed to authorize a use or structure not otherwise permitted in the district in which the principal use is located.

5.4.2.2

All accessory uses and accessory structures shall conform to the applicable requirements of this ordinance, including all dimensional requirements and use, design and landscaping standards applicable to the primary use/structure. The provisions of this section establish additional requirements and restrictions for particular accessory uses and structures.

5.4.2.3

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

5.4.2.4

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

5.4.2.5

Structures accessory to residential uses (except for agricultural buildings located in agri-

SECTION 6. DIMENSIONAL STANDARDS AND MEASUREMENTS

6.1 District Dimensional Standards.

The following dimensional standards shall apply to all development in all standard districts unless otherwise noted in this ordinance. Dimensional standards for special districts shall be set by adopted plans for those districts.

*Whichever is less

6.2 Additional Dimensional Standards Requirements for Standard Districts.

6.2.1 Roof overhangs or appurtenances not at grade may project from outside wall of residence no

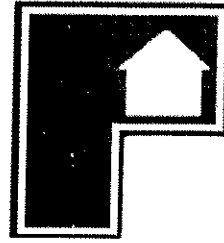
Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20
B-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30
B-4	No minimum/ none	-	No limit	0	10	0	0	135 feet or 10 stories	100%	40
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50
I-1	No minimum/ 100	-	0.75	40	40	0 or 10	0	75 feet	60%	60
I-2	No minimum/ 100	-	0.75	40	40	0 or 10	0	75 feet	60%	60



Table 7.12 - Table of Parking Requirements.	
Standard District Table of Permitted Uses	Minimum Spaces Required
Fairgrounds and stadiums, public or private	1 per 6 seats or 1 per 30 sf of GFA if no permanent seats
FDIC financial institutions and mortgage companies, excluding alternative financial service businesses	1 per 400 sf GFA
Fishing, hunting and trapping	-
Fitness centers	1.5 per 1,000 sf GFA
<u>Food trucks</u>	-
Funeral home, mortuary and crematorium	1 per 4 seats
Gallery, museum, and library	1 per 1,000 sf GFA
<u>Gated communities</u>	-
Glass repair and replacement	1 per 375 sf GFA
Golf course	1.5 per hole
Government center/complex and offices	1 per 300 sf GFA
Group facility	0.3 per room
Group home	0.3 per room
<u>Heliport</u>	-
<u>Home occupation</u>	-
Horticulture— for profit and research-related	-
Horticulture— private	-
Hospital and outpatient clinic	1 per 400 sf GFA
Hunting camp/lodge	-
Ice machines and similar commercial <u>accessory structures</u>	-
Impoundment lot	-
<u>Industry, heavy</u>	1 per employee/maximum shift

Table 7.12 - Table of Parking Requirements.	
Standard District Table of Permitted Uses	Minimum Spaces Required
<u>Industry, light</u>	1 per employee/maximum shift
<u>Kennel</u>	1 per 300 sf GFA
<u>Laboratory, dental or medical</u>	1 per 1,000 sf GFA
Laundromat	1 per 500 sf GFA
Life care communities	0.3 per room
Lodging—bed and breakfast home	1 per guest room plus 2 spaces for owner's portion
Lodging—bed and breakfast inn	1 per guest room plus 2 spaces for owner's portion
Lodging—hotel, motel, tourist home	0.8 per room plus 1 per 800 sf of public meeting area and <u>restaurant</u> space
Machinery, tools/construction equipment, limited sales and service	1 per 500 sf GFA of sales and service building
Marine sales and service	1 per 500 sf GFA of sales and service building
Medical or dental office	1 per 400 sf GFA
Mining and extraction	-
Motor vehicle rental and sales	1 per 500 sf GFA of sales and service building
Open space, common and public	-
<u>Open storage</u>	-
Other professional office	1 per 400 sf GFA
Package liquor store	1 per 300 sf GFA
Park/playground	1 per 1,000 sf GFA
Parking, garage	-
Parking, surface	-
Parking, surface or garage	-
<u>Pawn shop</u>	1 per 300 sf GFA



PierCon, Inc.

General Contractor
www.PierCon.us

October 13, 2022

BlendCo
Hattiesburg, Ms
Re: Renovating Warehouse Building

BUDGET PROPOSAL

ADMINISTRATIVE

1. Provide competent supervision throughout the course of the project.
2. Provide General Liability and Worker's Compensation Insurance as required by the State of Mississippi
3. All construction shall be in compliance with all applicable building codes and ordinances as required.

This proposal includes the following:

- Supervision
- Permit fees
- Demolition of existing metal building wall panels, insulation, and roof
- Insulated wall panels
- Standing seam roof, insulation, gutters & downspouts
- LAT ceiling

EXCLUSIONS

- Performance and payment bond
- Repair and/replacing any services other than those listed above
- Relocation of existing utilities
- Replacing steel structures
- Freezer Box and foundation
- Sprinkler system

This budget proposal is based on rough estimations and further evaluation and design is needed before a final budget number can be provided

We propose to furnish all labor, materials, equipment, tools, taxes, and insurance as required to complete the scope of work stated above for the sum **ONE MILLION SEVENTY-FIVE THOUSAND DOLLARS (\$1,075,000.00.)**

Thanks for allowing us the opportunity to work with you.

Sincerely,

Josh Lanehart
PeirCon, Inc.

A handwritten signature in black ink, appearing to read 'J. Lanehart', is written over the printed name and company.

BANK OF MISSISSIPPI
P. O. BOX 1121
HATTIESBURG, MS 39401
att: Sue B. Anthony

GI SR
B&P SI

1-5-89

162 3rd
89 JAN -9 AM 9:51
JAN 5 1989
CLERK OF COURT

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the FORREST COUNTY INDUSTRIAL PARK COMMISSION, successors in interest to The Industrial Park Commission of the City of Hattiesburg, pursuant to and under authority of Chapter 855, Local and Private Laws of 1975, as amended by Chapter 886, Local and Private Laws of 1984, as amended by Chapter 886, Local and Private Laws of 1985, as amended by Chapter 912, Local and Private Laws of 1988, does hereby grant, bargain, sell, convey and warrant unto THE CITY OF HATTIESBURG, the following described property:

A part of Lots 1, 2, and 3, Unit 1 of the Hattiesburg Industrial Park in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SW Corner of said Lot 1 and thence run S89 deg. 52' 40" E along the North ROW line of John Merle Tatum Industrial Drive for 300 feet to and for the Point of Beginning, thence continue S89 deg. 52' 40" E along the North ROW line of said Drive for 475 feet, thence run N02 deg. 27' 09" W for 367.5 feet, more or less, to a point on the North line of Lot 3, thence run S89 deg. 50' 17" W along the North line of Lots 3, 2, and 1 for 475 feet, thence run S02 deg. 24' 37" E for 365.05 feet to the Point of Beginning, and comprising 4 acres, more or less.

IN WITNESS WHEREOF FORREST COUNTY INDUSTRIAL PARK COMMISSION has caused these presents to be signed by its duly designated officers on this, the 5th day of January, A. D., 1989.

Gordon White
GORDON WHITE, CHAIRMAN
FORREST COUNTY INDUSTRIAL
PARK COMMISSION

ATTESTED:

David Williams
DAVID WILLIAMS, SECRETARY
FORREST COUNTY INDUSTRIAL
PARK COMMISSION

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY CAME AND APPEARED before me, the undersigned authority in and for the aforesaid State and County, the within named GORDON WHITE and DAVID WILLIAMS, being the Chairman and Secretary, respectively, of the Forrest County Industrial Park Commission, who acknowledged that they executed and delivered the above and forgoing deed on the day and year therein mentioned, they being first duly authorized and empowered so to do.

GIVEN under my hand and official seal on this, the 5th day of January, A. D., 1989.



Myra Fuller
Notary Public

GRANTOR'S ADDRESS: P. O. Box 1231
Hattiesburg, Ms. 39401

GRANTEE'S ADDRESS: P. O. Box 1898
Hattiesburg, Ms. 39401

4.5.13 I-1 Light Industrial District.	
Description and Purpose.	Characteristic Development Type
The purpose of the I-1 District is to provide for the development of research, light industrial, office parks, warehouse, and distribution centers consistent with comprehensive planning policies. This district is consistent with the Industry and Corporate Office District in the Comprehensive Plan.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

4.5.14 I-2 Heavy Industrial District.	
Description and Purpose.	Characteristic Development Type
The purpose of the I-2 District is to provide for the development of manufacturing, research, warehouse, and distribution centers consistent with comprehensive planning policies. This district is consistent with the Industrial 2 District in the Comprehensive Plan.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

SECTION 5 USE REGULATIONS AND CONDITIONS

5.1 Establishment of a Table of Uses for Base Zoning Districts.

The uses permitted in the base zoning districts established by Section 4 are set forth in Table 5.1, Table of Uses and repeated in the base zoning district. Whenever there is a conflict between what is listed in the Table of Uses and the base zoning district, the Table of Uses shall govern.

5.2 Determination of Use Category.

The Director shall make a determination as to whether or not any proposed use is permitted within Hattiesburg's zoning jurisdiction based on the uses listed in the Table of Uses. Whenever it is not clear whether a proposed use is or is not permitted, the Director shall consult the purpose statement for each district and the latest version of the [North American Industrial Classification System \(NAICS\)](#) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Director after consultation may be considered a "Conditional Use" and will require review by the Hattiesburg Planning Commission.

5.3 Table of Uses.

- 5.3.1 In General. The following table lists uses permitted in each standard zoning district by a) approval by the Director with or without conditions; and, b) approval by the Planning Commission with or without conditions. The table also denotes in which districts certain uses are not permitted.
- 5.3.2 Districts - The Table of Uses lists uses for each base zoning district within the City's zoning jurisdiction.. Planned, Overlay and Form Based Districts are not listed in the table. The Historic District and Floodplain District are overlay districts within which uses allowed shall be governed by the underlying district. Uses within Planned Mixed-Use District are established on a case-by-case basis consistent with an adopted plan for the area if one exists, the intent of the Comprehensive Plan and the list of acceptable

uses included in [Section 4](#) of this code. The Form Based District appears as Appendix 1 attached to this code

5.3.3 Symbols.

5.3.3.1 Permitted - Where the symbol "■" is shown, the use to which it refers is permitted as a "use by right" in the indicated district, provided it complies fully with all applicable development standards of this chapter.

5.3.3.2 Permitted with Conditions - Where the symbol "□" is shown, the use to which it refers is permitted subject to use specific conditions contained in this section.

5.3.3.3 Conditional Use - Where the symbol "◆" is shown, the use to which it refers must be approved by the Planning Commission and is subject to any use specific conditions of this Code.

5.3.3.4 Not Permitted - Where an "✖" is shown on the table, the use to which it refers is not permitted in the indicated district

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential					Business				Industrial			
		A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B-1	B - 2	B - 3	B - 4	B - 5	I - 1		I - 2
■	Permitted															
□	Permitted with conditions															
◆	Conditional Use															
✖	Not Permitted															
Accessory buildings and structures, excluding dwellings		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.2
Accessory communication antennae		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.1
Adult entertainment		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	✖	5.4.3
Agriculture-related feed, supply and equipment sales and services		✖	◆	✖	✖	✖	✖	✖	✖	✖	◆	✖	■	■	■	5.4.4
Airport, public or private		■	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	-
Alternative financial services		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	✖	✖	-
Amusement facilities		✖	✖	✖	✖	✖	✖	✖	✖	✖	□	□	□	◆	✖	5.4.5
Animal husbandry—for profit and research-related, excluding CAFOs as defined by the US EPA		■	■	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	◆	-
Animal husbandry—for profit and research-related, including Concentrated Animal Feeding Operation as defined by the US EPA		■	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	5.4.4
Animal shelter		■	◆	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	◆	◆	-
Aquaculture— for profit and research-related		■	◆	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	◆	-
Armory		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	-
ATM, outdoor		✖	✖	✖	✖	✖	✖	✖	✖	□	□	□	□	■	■	5.4.6
Auction house		◆	◆	✖	✖	✖	✖	✖	✖	✖	✖	■	■	◆	✖	-
Automotive filling station		✖	✖	✖	✖	✖	✖	✖	✖	◆	■	◆	■	■	■	-
Automotive rental and sales		✖	✖	✖	✖	✖	✖	✖	✖	✖	□	✖	□	□	□	5.4.7
Automotive, truck and small engine maintenance		✖	✖	✖	✖	✖	✖	✖	✖	◆	□	✖	□	■	■	5.4.7
Automotive, truck and small engine repair		✖	✖	✖	✖	✖	✖	✖	✖	✖	□	✖	□	■	■	5.4.7
Boarding house		✖	✖	✖	✖	✖	◆	◆	✖	✖	✖	✖	✖	✖	✖	5.4.9
Boat, canoe, and kayak rental		□	□	✖	✖	✖	✖	✖	✖	✖	□	□	■	✖	✖	5.4.10
Broadcast studio		◆	◆	✖	✖	✖	✖	✖	✖	◆	□	□	□	□	✖	5.4.11
Bus station		✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	-

Table 5.1 Table of Uses																
Use		Agricultural		Residential				Business					Industrial		Additional Use Conditions Cross Reference	
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Care center		◆	◆	×	×	×	×	□	□	□	□	□	□	◆	×	5.4.12
Care center, home		□	□	◆	◆	◆	◆	◆	□	□	□	□	□	×	×	5.4.12
Cemeteries and columbariums accessory to a worship center		□	□	□	□	□	□	□	□	□	□	□	□	×	×	5.4.13
Cemetery and columbarium as principal uses		◆	◆	×	×	×	×	×	×	×	□	×	□	×	×	5.4.13
Civic/cultural/community center		×	◆	◆	◆	◆	◆	◆	□	□	□	□	□	◆	×	5.4.14
Clubs and bars		×	×	×	×	×	×	×	×	◆	□	□	□	×	×	5.4.15
Construction offices (plumbing/gas/electrical /welding – with equipment, supplies and retail sales)		×	×	×	×	×	×	×	×	×	◆	×	□	□	□	5.4.16
Correctional facilities and jails		×	×	×	×	×	×	×	×	×	×	×	◆	◆	◆	-
Country club		■	◆	◆	◆	◆	◆	◆	×	×	×	×	×	×	×	-
Digital Billboard		×	×	×	×	×	×	×	×	×	×	×	◆	◆	◆	-
Dry Cleaner		×	×	×	×	×	×	×	□	■	■	■	■	■	■	5.4.17
Dwelling, manufactured (mobile) home		□	□	×	×	×	×	×	×	×	×	×	×	×	×	5.4.19
Dwelling, mixed use		×	×	×	×	×	×	×	◆	◆	◆	□	×	×	×	5.4.20
Dwelling, multi-family		×	×	×	×	×	×	□	◆	×	×	◆	×	×	×	5.4.18
Dwelling, single family attached		×	×	×	×	×	■	■	■	×	×	◆	×	×	×	-
Dwelling, single family detached		■	■	■	■	■	■	■	■	◆	×	×	×	×	×	-
Dwelling, two family		×	×	×	×	×	□	□	□	◆	×	×	×	×	×	5.4.18
Dwelling, zero lot line detached		×	×	×	×	□	□	□	□	◆	×	×	×	×	×	5.4.21
Exterminators		×	×	×	×	×	×	×	×	×	◆	×	■	■	■	-
Fairgrounds and stadiums, public or private		◆	◆	×	×	×	×	×	×	×	◆	×	■	■	◆	-

Table 5.1 Table of Uses																
Use		Agricultural		Residential				Business				Industrial		Additional Use Conditions Cross Reference		
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B-1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
FDIC financial institutions and mortgage companies, excluding alternative financial service businesses		×	×	×	×	×	×	×	◆	■	■	■	■	◆	×	-
Fishing, hunting and trapping		□	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Fitness centers		×	×	×	×	×	×	×	■	■	■	■	■	■	■	-
Funeral home, mortuary and crematorium		×	×	×	×	×	×	×	×	◆	□	■	■	×	×	5.4.22
Gallery, museum, and library		◆	◆	◆	◆	◆	◆	◆	◆	■	■	■	■	◆	◆	-
Gated communities		◆	◆	◆	◆	◆	◆	◆	×	×	×	×	×	×	×	5.4.23
Glass repair and replacement		×	×	×	×	×	×	×	×	×	□	×	□	×	×	5.4.24
Golf course		■	■	■	■	■	■	■	×	×	×	×	×	×	×	-
Government center/complex and offices		◆	◆	◆	◆	◆	◆	◆	■	■	■	■	■	■	■	-
Group facility		◆	◆	×	×	×	×	◆	◆	◆	◆	×	×	×	×	5.4.24
Group home		◆	◆	◆	◆	◆	◆	◆	◆	◆	×	×	×	×	×	5.4.24
Heliport		◆	◆	×	×	×	×	×	×	×	□	□	□	◆	□	5.4.26
Home occupation		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.27
Horticulture— for profit and research-related		□	□	×	×	×	×	×	×	×	×	×	◆	◆	◆	-
Horticulture— private		■	■	■	■	■	■	■	■	■	■	■	■	■	■	-
Hospital and outpatient clinic		×	×	×	×	×	×	×	×	×	■	■	■	◆	×	-
Hunting camp/lodge		■	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Ice machines and similar commercial accessory structures		×	×	×	×	×	×	×	×	◆	□	×	□	◆	◆	5.4.28
Industry, heavy		×	×	×	×	×	×	×	×	×	×	×	×	×	■	-
Industry, light		×	×	×	×	×	×	×	×	×	×	×	◆	■	■	-
Kennel		□	◆	×	×	×	×	×	×	×	×	×	◆	□	□	5.4.29
Laboratory, dental or medical		×	×	×	×	×	×	×	■	■	■	■	■	■	■	-
Laundromat		×	×	×	×	×	×	×	◆	■	■	◆	■	×	×	-
Life care communities		×	◆	×	×	×	◆	◆	×	×	×	×	×	×	×	5.4.30
Lodging—bed and breakfast home		×	×	◆	◆	◆	◆	◆	◆	◆	◆	◆	×	×	×	5.4.8

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural	Residential						Business					Industrial		
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B-1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
✖	Not Permitted															
Lodging—bed and breakfast inn		✖	✖	◆	◆	◆	◆	◆	□	□	□	□	✖	✖	✖	5.4.8
Lodging—hotel, motel		✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	✖	✖	-
Machinery, tools/construction equipment, limited sales and service		✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	■	■	■	-
Marine sales and service		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	
Medical or dental office		✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	✖	✖	-
Methadone Maintenance Facility		✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	◆	✖	✖	-
Microbreweries		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	■	◆	■	■	-
Mining and extraction		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	-
Open space, common and public		■	■	■	■	■	■	■	■	■	■	■	■	■	■	-
Other professional office		✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	■	■	-
Package liquor store		✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	✖	✖	-
Park/playground		■	■	■	■	■	■	■	■	■	■	■	■	◆	◆	
Parking, garage		✖	✖	✖	✖	✖	✖	■	✖	✖	■	■	■	■	■	-
Parking, surface		✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	◆	◆	-
Pawn shop		✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	■	◆	✖	5.4.31
Personal and professional services, excluding tattoo parlors		✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	◆	✖	-
Places of assembly not otherwise listed		□	□	◆	◆	◆	◆	◆	◆	□	■	■	■	◆	✖	5.4.32
Plasma Collection Facility		✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	✖	-
Product wholesale		✖	✖	✖	✖	✖	✖	✖	✖	✖	◆	✖	■	■	■	-
Public and community utility facilities		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.33
Public safety station (police, fire, ambulance)		□	□	□	□	□	□	□	□	□	□	□	□	□	□	5.4.34
Railroad facilities including terminals, excluding maintenance yards		✖	✖	✖	✖	✖	✖	✖	✖	✖	■	■	■	■	■	-

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential					Business					Industrial		
		A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B-1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
■	Permitted															
□	Permitted with conditions															
◆	Conditional Use															
✕	Not Permitted															
Railroad maintenance yard		✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	■	-
Recycling center		✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	■	■	-
Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care		✕	✕	✕	✕	✕	✕	◆	□	□	□	□	□	✕	✕	5.4.35
Repair shop (small appliance, shoes, excluding engine)		✕	✕	✕	✕	✕	✕	✕	◆	■	■	■	■	◆	✕	-
Restaurant, with drive-thru		✕	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	□	□	□	5.4.36
Restaurant, without drive-thru		✕	✕	✕	✕	✕	✕	✕	◆	◆	□	□	□	□	□	5.4.36
Retail, <10,000 sq.ft.		✕	✕	✕	✕	✕	✕	✕	✕	□	□	□	■	□	□	5.4.37
Retail, >50,000 sq.ft.		✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	◆	✕	5.4.37
Retail, 10,000-50,000 sq.ft.		✕	✕	✕	✕	✕	✕	✕	✕	✕	□	□	□	□	□	5.4.37
Riding academy or stable		■	■	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	✕	✕	5.4.38
Sanitary landfill		✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	-
Satellite receiving systems		◆	◆	✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	■	■	-
School, K-12		✕	✕	◆	◆	◆	◆	◆	□	□	□	□	□	✕	✕	5.4.39
School, trade		✕	✕	✕	✕	✕	✕	✕	✕	✕	□	□	□	■	■	5.4.39
School, university or college		✕	✕	✕	✕	✕	✕	■	✕	✕	■	■	■	◆	◆	-
Self-storage		✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	□	□	◆	5.4.40
Sewage disposal plant		✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	■	-
Shopping center, <25,000 sq.ft.		✕	✕	✕	✕	✕	✕	✕	✕	✕	□	◆	□	✕	✕	5.4.43
Shopping center, >75,000		✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	□	✕	✕	5.4.43
Shopping center, 25,000-75,000 sq.ft.		✕	✕	✕	✕	✕	✕	✕	✕	✕	◆	◆	□	✕	✕	5.4.43
Silviculture— for profit and research-related		□	□	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	✕	5.4.41
Solar Farm		◆	◆	◆	✕	✕	◆	✕	✕	✕	✕	✕	✕	◆	◆	-

5.4 Additional Use Conditions.

Certain uses, as noted in the Table of Uses as permitted with conditions or requiring Planning Commission approval, must meet additional conditions in order to be permitted within the City of Hattiesburg. These uses along with their applicable conditions are listed below.

Storage of junk, junk vehicles, salvage materials and waste	◆	◆	×	×	×	×	×	×	×	×	×	×	□	□	5.4.42
Tattoo parlor	×	×	×	×	×	×	×	×	×	■	■	■	◆	×	-
Taxidermist	■	×	×	×	×	×	×	×	×	×	×	■	■	■	-
Telecommunication facilities and towers, wireless	□	□	×	×	×	×	×	□	□	□	□	□	■	■	5.4.44
Theater, indoor	×	×	×	×	×	×	×	×	×	■	■	■	×	×	-
Theater, outdoor	◆	◆	×	×	×	×	×	×	×	■	◆	■	◆	◆	-
Tow yards (impoundment lots)	×	×	×	×	×	×	×	×	×	×	×	×	□	□	5.4.7
Utility operation center	×	×	×	×	×	×	×	×	×	■	×	■	■	■	-
Veterinary clinic and hospital	■	■	×	×	×	×	×	×	×	□	×	□	◆	×	-
Warehousing and Distribution	×	×	×	×	×	×	×	×	×	◆	×	■	■	■	-

5.4.1 Accessory Communication Antenna.

5.4.1.1 The following uses are permitted accessory uses:

- i. The placement of an antenna, including other supporting equipment, on City Property that is zoned commercial or industrial.
- ii. Installation of an Antenna on an existing structure excluding a tower (such as a building, light pole, water tower, or other free-standing nonresidential structure) that is 50 feet in height or greater, provided that the additional antenna adds no more than 21 feet to the height of the existing structure.
- iii. Installation of an antenna on any existing tower of any height, so long as the addition of said antenna extends no more than 21 feet above the height of the existing tower or structure and the existing tower is not a legal, non-conforming tower.
- iv. An antenna that is attached to a C.O.W. (Cellular on Wheels) may be located on property containing a legal conforming telecommunication tower.

5.4.1.2 Prior to the installation of any Antenna or tower covered by this ordinance the owner of such Antenna or tower shall make written

application as required and include all information required therein."

5.4.1.3

Accessory antennas shall be concealed within or have an exterior appearance as a permitted principal or accessory structure permitted in the district where located.

5.4.2

Accessory Uses, Buildings.

5.4.2.1

In no event shall "accessory use" or "accessory structure" be construed to authorize a use or structure not otherwise permitted in the district in which the principal use is located.

5.4.2.2

All accessory uses and accessory structures shall conform to the applicable requirements of this ordinance, including all dimensional requirements and use, design and landscaping standards applicable to the primary use/structure. The provisions of this section establish additional requirements and restrictions for particular accessory uses and structures.

5.4.2.3

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

5.4.2.4

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

5.4.2.5

Structures accessory to residential uses (except for agricultural buildings located in agri-

SECTION 6. DIMENSIONAL STANDARDS AND MEASUREMENTS

6.1 District Dimensional Standards.

The following dimensional standards shall apply to all development in all standard districts unless otherwise noted in this ordinance. Dimensional standards for special districts shall be set by adopted plans for those districts.

*Whichever is less

6.2 Additional Dimensional Standards Requirements for Standard Districts.

6.2.1 Roof overhangs or appurtenances not at grade may project from outside wall of residence no

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20
B-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30
B-4	No minimum/ none	-	No limit	0	10	0	0	135 feet or 10 stories	100%	40
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50
I-1	No minimum/ 100	-	0.75	40	40	0 or 10	0	75 feet	60%	60
I-2	No minimum/ 100	-	0.75	40	40	0 or 10	0	75 feet	60%	60



Table 7.12 - Table of Parking Requirements.

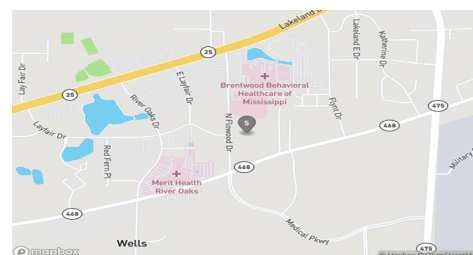
Standard District Table of Permitted Uses	Minimum Spaces Required
Fairgrounds and stadiums, public or private	1 per 6 seats or 1 per 30 sf of GFA if no permanent seats
FDIC financial institutions and mortgage companies, excluding alternative financial service businesses	1 per 400 sf GFA
Fishing, hunting and trapping	-
Fitness centers	1.5 per 1,000 sf GFA
<u>Food trucks</u>	-
Funeral home, mortuary and crematorium	1 per 4 seats
Gallery, museum, and library	1 per 1,000 sf GFA
<u>Gated communities</u>	-
Glass repair and replacement	1 per 375 sf GFA
Golf course	1.5 per hole
Government center/complex and offices	1 per 300 sf GFA
Group facility	0.3 per room
Group home	0.3 per room
<u>Heliport</u>	-
<u>Home occupation</u>	-
Horticulture— for profit and research-related	-
Horticulture— private	-
Hospital and outpatient clinic	1 per 400 sf GFA
Hunting camp/lodge	-
Ice machines and similar commercial <u>accessory structures</u>	-
Impoundment lot	-
<u>Industry, heavy</u>	1 per employee/maximum shift

Table 7.12 - Table of Parking Requirements.

Standard District Table of Permitted Uses	Minimum Spaces Required
<u>Industry, light</u>	1 per employee/maximum shift
<u>Kennel</u>	1 per 300 sf GFA
<u>Laboratory, dental or medical</u>	1 per 1,000 sf GFA
Laundromat	1 per 500 sf GFA
Life care communities	0.3 per room
Lodging—bed and breakfast home	1 per guest room plus 2 spaces for owner's portion
Lodging—bed and breakfast inn	1 per guest room plus 2 spaces for owner's portion
Lodging—hotel, motel, tourist home	0.8 per room plus 1 per 800 sf of public meeting area and <u>restaurant</u> space
Machinery, tools/construction equipment, limited sales and service	1 per 500 sf GFA of sales and service building
Marine sales and service	1 per 500 sf GFA of sales and service building
Medical or dental office	1 per 400 sf GFA
Mining and extraction	-
Motor vehicle rental and sales	1 per 500 sf GFA of sales and service building
Open space, common and public	-
<u>Open storage</u>	-
Other professional office	1 per 400 sf GFA
Package liquor store	1 per 300 sf GFA
Park/playground	1 per 1,000 sf GFA
Parking, garage	-
Parking, surface	-
Parking, surface or garage	-
<u>Pawn shop</u>	1 per 300 sf GFA

COMPARABLE IMPROVED SALES

Sale Comparable #1
Industrial Office/Warehouse
 1014 North Flowood Drive
 Flowood, MS 39232
 Rankin County
 BBG Property #501486



Property Data

Improvement Details

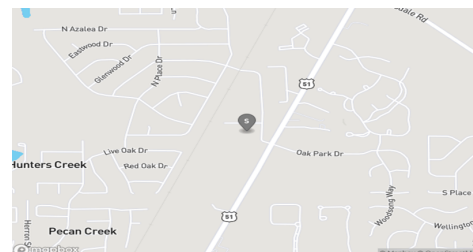
Property Type/Use	Industrial Warehouse/Distribution	Lat/Long	32.327820 / -90.1016
Legal	Metes and Bounds		
Parcel ID #	F10I000005 00200	Number of Buildings	1
Year Built	1976	Year Renovated	N/A
Quality	Average	Condition	Average
Class	Class C	Construction Details	
Gross Building Area	31,550 SF	Rentable Area	31,550 SF
Number of Stories	1	Land to Building Ratio	2.53
Opportunity Zone	No	Census Tract	28.121.0203.02
Parking	Surface: 40 Total: 40	Parking Ratio	1.27:1,000 SF of Rentable Area
Site Size (Gross)	79,715 SF (1.83 acres)	Site Size (Net)	79,715 SF (1.83 acres)
Flood Designation	Zone AE		
Office Percentage	18%	A/C Percentage	100%
Clear Heights	12.00 feet		
Loading Doors	0		

Sale Transaction Data for BBG Event #677483 on 11/9/2021

				PSF (GBA)	PSF (Rentable)
Transaction Date	11/9/2021	Consideration	\$1,300,000	\$41.20	\$41.20
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00
Occupancy at TOS	0%	Cash Equivalent Price	\$1,300,000	\$41.20	\$41.20
Property Rights	Fee Simple				
Grantor	SWM Properties, LLC				
Grantee	Jeffries Properties, LLC				
Record Info	Special Warranty Deed Book 2021, Page 29575				
Comments	This is an Arm's Length sale. The property previously sold on 10/05/2020 for an Undisclosed amount. The median household income for a 1 mile radius is \$35,797, for a 3 mile radius is \$63,377 and for a 5 mile radius is \$55,766. The average daily traffic count in front of the property along North Flowood Drive is 3,200.				
Verification	10/19/2021				
	Listing Broker / Courthouse Records				



Sale Comparable #2
Office Warehouse
 5 Olympic Way
 Madison, MS 39110
 Madison County
 BBG Property #492490



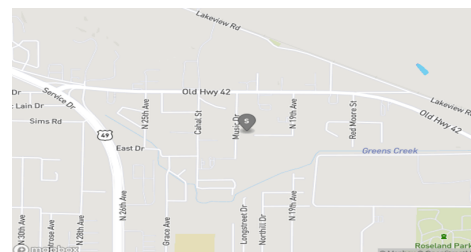
Property Data

Improvement Details

Property Type/Use	Industrial Warehouse/Distribution	Lat/Long	32.473000 / -90.1072
Parcel ID #	072C-05D-002/02.00	Number of Buildings	1
Year Built	1995	Year Renovated	N/A
Quality	Average	Condition	Average
Class	Class C	Construction Details	Class S
Gross Building Area	49,629 SF	Rentable Area	49,629 SF
Number of Stories	1	Land to Building Ratio	4.65
Opportunity Zone	No	Census Tract	0302.03
Parking	Surface: 106 Total: 106		
Site Size (Gross)	230,870 SF (5.30 acres)	Site Size (Net)	230,870 SF (5.30 acres)
Flood Designation	Zone X (Unshaded)		
Office Percentage	55%	A/C Percentage	55%
Clear Heights	18.00 feet		
Loading Doors	Truck Doors: 2 Bay Doors: 0		
Comments	Metal HVAC Type: Central Building Size Source: Inspection Building Source: Inspection Power Description:		

Sale Transaction Data for BBG Event #627581 on 4/15/2021				PSF (GBA)	PSF (Rentable)
Transaction Date	4/15/2021	Consideration	\$2,815,000	\$56.72	\$56.72
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00
Occupancy at TOS	0%	Cash Equivalent Price	\$2,815,000	\$56.72	\$56.72
Property Rights	Fee Simple				
Grantor	DDL, LLC				
Grantee	Property Leasing Madison II, LLC				
Record Info	Deed 925842				
Comments	The median household income for a 1 mile radius is \$111,001, for a 3 mile radius is \$111,493 and for a 5 mile radius is \$90,610. There is not an average daily traffic count available for Olympic Way or Solloftea Drive. However, there is a minimal amount of daily traffic that passes in front of the property.				
Verification	2/24/2021 Integra Realty Resources - Jackson				

105 Industrial Drive
Hattiesburg, MS 39401
Forrest County
BBG Property #492729

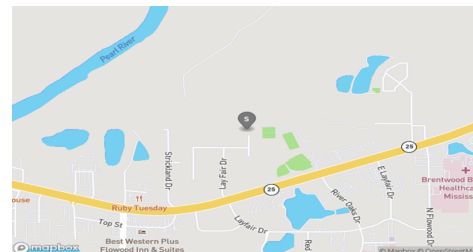


Improvement Details

Property Type/Use	Industrial Warehouse/Distribution	Lat/Long	31.344100 / -89.3220
Parcel ID #	2-028A-05-065.00	Number of Buildings	1
Year Built	1968	Year Renovated	2004
Quality	Average	Condition	Average
Class	Class B	Construction Details	Class S Drive-in Doors 1 - 12x14, 3 - 12x12
Gross Building Area	8,577 SF	Rentable Area	8,577 SF
Number of Stories	2	Land to Building Ratio	7.89
Opportunity Zone	No	Census Tract	0011.00
Parking	Surface: 35 Total: 35		
Site Size (Gross)	67,673 SF (1.55 acres)	Site Size (Net)	67,673 SF (1.55 acres)
Flood Designation	Zone X (Unshaded)		
Office Percentage	38%	A/C Percentage	38%
Clear Heights	12.50 feet		
Loading Doors	Bay Doors: 4		
Comments	Metal HVAC Type: Central Exterior Walls: Metal Building Size Source: Inspection Building Source: Inspection Office Quality Finishes: Average Power Description:		

Sale Transaction Data for BBG Event #627689 on 4/7/2021				PSF (GBA)	PSF (Rentable)
Transaction Date	4/7/2021	Consideration	\$405,000	\$47.22	\$47.22
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00
Occupancy at TOS	100%	Cash Equivalent Price	\$405,000	\$47.22	\$47.22
Days on Market	30				
Property Rights	Fee Simple				
Grantor	Ray Sims, Jr. and wife, Julie Sims				
Grantee	IT Remarketers, LLC				
Record Info	Warranty Deed Book: 1364, Page: 200, of the Forrest County Public Records				
Comments	The median household income for a 1 mile radius is \$32,976, for a 3 mile radius is \$38,598 and for a 5 mile radius is \$40,483. There is not an average daily traffic count available for Industrial Drive or Music Drive. However, there is a minimal amount of daily traffic that passes in front of the property.				
Verification	3/16/2021				
	Integra Realty Resources - Jackson				

Sale Comparable #4
Office/Warehouse
 119 Cypress Cove
 Flowood, MS 39232
 Rankin County
 BBG Property #473637



Property Data

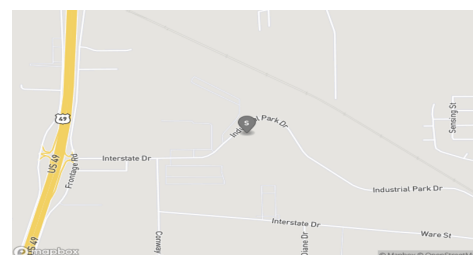
Improvement Details

Property Type/Use	Industrial Warehouse/Distribution	Lat/Long	32.334000 / -90.1126
Parcel ID #	E10L-20-50	Number of Buildings	1
Year Built	2006	Year Renovated	N/A
Quality	Average	Condition	Average
Class	Class B	Construction Details	Drive-in Doors: 2 - 10' X 12'; 1 - 12' X 14'
Gross Building Area	6,952 SF	Rentable Area	6,952 SF
Number of Stories	1	Land to Building Ratio	3.43
Opportunity Zone	No	Census Tract	0203.02
Parking	Surface: 5 Total: 5	Parking Ratio	0.72:1,000 SF of Rentable Area
Site Size (Gross)	23,865 SF (0.55 acres)	Site Size (Net)	23,865 SF (0.55 acres)
Flood Designation	Zone AE		
Office Percentage	46%	A/C Percentage	46%
Clear Heights	Minimum: 8.00 feet Maximum: 9.75 feet Prevailing: 0.00 feet		
Loading Doors	Bay Doors: 3		
Comments	Roof: Metal HVAC Type: Central Exterior Walls: Metal		

Sale Transaction Data for BBG Event #617187 on 1/13/2021				PSF (GBA)	PSF (Rentable)
Transaction Date	1/13/2021	Consideration	\$365,000	\$52.50	\$52.50
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00
Occupancy at TOS	100%	Cash Equivalent Price	\$365,000	\$52.50	\$52.50
Property Rights	Fee Simple				
Grantor	119 Cypress Cove, LLC				
Grantee	Stat Properties, LLC				
Record Info	Deed 2021 / 1122				
Comments	The median household income for a 1 mile radius is \$58,752, for a 3 mile radius is \$72,949 and for a 5 mile radius is \$53,234. There is not an average daily traffic count available for Cypress Cove. However, there is a minimal amount of daily traffic that passes in front of the property.				
Verification	12/14/2020 Grantee / Courthouse Records				



Sale Comparable #5
Industrial Office / Warehouse
 401 Industrial Drive
 Richland, MS 39218
 Rankin County
 BBG Property #491071



Property Data

Improvement Details

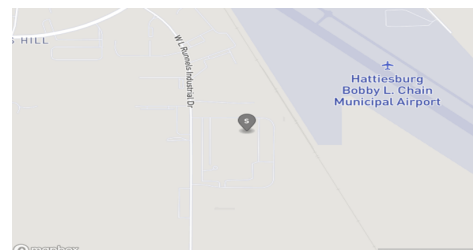
Property Type/Use	Industrial Warehouse/Distribution	Lat/Long	32.254700 / -90.1512
Parcel ID #	D08C000015 00000	Number of Buildings	1
Year Built	1994	Year Renovated	N/A
Quality	Average	Condition	Average
Class	Class B	Construction Details	Class S Rollup Doors: 2 - 10 x 10; 2 - 10 x 12
Gross Building Area	13,138 SF	Rentable Area	13,138 SF
Number of Stories	1	Land to Building Ratio	9.15
Opportunity Zone	No	Census Tract	0204.02
Site Size (Gross)	120,226 SF (2.76 acres)	Site Size (Net)	120,226 SF (2.76 acres)
Flood Designation	Zone X (Unshaded)		
Office Percentage	9%	A/C Percentage	9%
Clear Heights	18.00 feet		
Loading Doors	Bay Doors: 4		
Comments	Metal HVAC Type: Central Exterior Walls: Brick Building Size Source: Other Building Source: Other Office Quality Finishes: Average Power Description:		

Sale Transaction Data for BBG Event #626842 on 8/13/2020				PSF (GBA)	PSF (Rentable)
Transaction Date	8/13/2020	Consideration	\$750,000	\$57.09	\$57.09
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00
Occupancy at TOS	100%	Cash Equivalent Price	\$750,000	\$57.09	\$57.09
Property Rights	Fee Simple				
Grantor	Bland-Williams Investment Company				
Grantee	Sayle Oil Company, Inc.				
Record Info	Deed 2020 / 16622				
Comments	The median household income for a 1 mile radius is \$51,351, for a 3 mile radius is \$48,899 and for a 5 mile radius is \$40,449. The average daily traffic count in front of the property along Industrial Park Drive is 2,000.				
Verification	10/5/2020 Integra Realty Resources - New Orleans				

COMPARABLE RENTS/LEASES



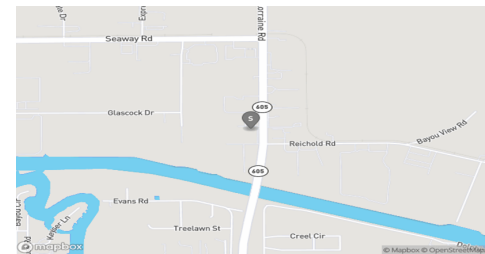
Lease Comparable #1
Industrial Building
 95 WI Runnels Industrial Drive
 Hattiesburg, MS 39401-8553
 Forrest County
 BBG Property #601928



Property Data							
Improvement Details							
Property Type/Use	Industrial Manufacturing	Lat/Long	31.260459 / -89.2595				
Parcel ID #		Number of Buildings	1				
Year Built	1995	Year Renovated	N/A				
Quality	Average	Condition	Average				
Class	Class C	Construction Details					
Gross Building Area	750,450 SF	Rentable Area	750,450 SF				
Number of Stories	1	Land to Building Ratio	4.33				
Opportunity Zone	No	Census Tract	0105.00				
Parking	Surface: 300 Total: 300	Parking Ratio	0.40:1,000 SF of Rentable Area				
Site Size (Gross)	3,246,527 SF (74.53 acres)	Site Size (Net)	3,246,527 SF (74.53 acres)				
Office Percentage	8%	A/C Percentage	0%				
Clear Heights	52.00 feet						
Loading Doors	40 docks, 2 drive ins						
Leases							
Commence	Suite	Tenant	Leased Area Rent \$/SF/Year	Term (Mos) TI (PSF)	Free Rent (Mos) Escalations	Occupancy	Verification
3/29/2021	Building	Kohler Co.	750,450 SF \$3.85 NNN	92 N/A	N/A N/A	100%	7/15/2022 CompStak, Broker



Lease Comparable #2
Industrial Office / Warehouse
 10031 Lorraine Road
 Gulfport, MS 39503
 Harrison County
 BBG Property #493406



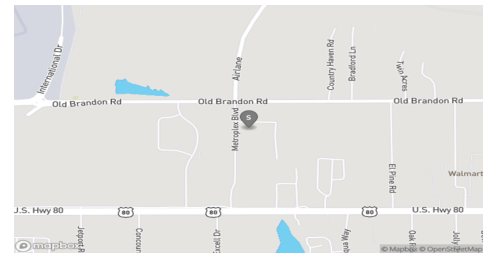
Property Data			
<i>Improvement Details</i>			
Property Type/Use	Industrial Warehouse/Distribution	Lat/Long	30.428700 / -89.0319
Parcel ID #	1009E-02-003.006	Number of Buildings	1
Year Built	1968	Year Renovated	N/A
Quality	Average	Condition	Average
Class	Class C	Construction Details	Class S
Gross Building Area	11,861 SF	Rentable Area	11,861 SF
Number of Stories	1	Land to Building Ratio	2.41
Opportunity Zone	No	Census Tract	0032.08
Site Size (Gross)	28,540 SF (0.66 acres)	Site Size (Net)	28,540 SF (0.66 acres)
Flood Designation	Zone X (Unshaded)		
Office Percentage	16%	A/C Percentage	16%
Clear Heights	16.00 feet		
Loading Doors	Bay Doors: 1		
Comments	Metal HVAC Type: Central Exterior Walls: Metal Building Size Source: Other Building Source: Other Office Quality Finishes: Average Power Description:		

Leases							
Commence	Suite	Tenant	Leased Area Rent \$/SF/Year	Term (Mos) TI (PSF)	Free Rent (Mos) Escalations	Occupancy	Verification
2/25/2021	N/A	City Electric Supply	11,861 SF \$6.57 Modified Gross	60 N/A	N/A N/A	0%	5/11/2021 Integra Realty Resources - Jackson

The median household income for a 1 mile radius is \$107,106, for a 3 mile radius is \$49,156 and for a 5 mile radius is \$44,417. The average daily traffic count in front of the property along Lorraine Road is 32,000.



Lease Comparable #3
Single-Tenant Industrial Warehouse
112 Metroplex Boulevard
Pearl, MS 39208
Rankin County
BBG Property #489103



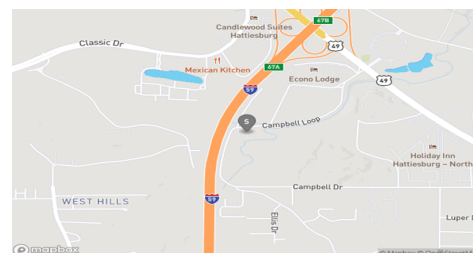
Property Data			
<i>Improvement Details</i>			
Property Type/Use	Industrial Warehouse/Distribution	Lat/Long	32.288900 / -90.0597
Parcel ID #	G09B000011 00040	Number of Buildings	1
Year Built	1999	Year Renovated	2020
Quality	Average	Condition	Good
Class	Class C	Construction Details	Class D
Gross Building Area	39,257 SF	Rentable Area	38,088 SF
Number of Stories	1	Land to Building Ratio	4.71
Opportunity Zone	No	Census Tract	0202.07
Parking	Surface: 40 Total: 40	Parking Ratio	1.05:1,000 SF of Rentable Area
Site Size (Gross)	184,800 SF (4.24 acres)	Site Size (Net)	184,800 SF (4.24 acres)
Flood Designation	Zone X (Unshaded)		
Office Percentage	14%	A/C Percentage	14%
Clear Heights	22.00 feet		
Loading Doors	Truck Doors: 7 Bay Doors: 1		
Comments	Rolled up tar and gravel HVAC Type: Office Exterior Walls: Stucco		

Leases							
Commence	Suite	Tenant	Leased Area Rent \$/SF/Year	Term (Mos) TI (PSF)	Free Rent (Mos) Escalations	Occupancy	Verification
10/20/2019	N/A	IGT Global Solutions Corporation	38,088 SF \$6.50 NNN	135 N/A	7 Fixed Percentage 2% increase every term	0%	4/30/2020 Integra Realty Resources - Memphis

The lease has a fixed percentage escalation rate: \$4.57 per square foot for months 6/1/2020 - 6/30/2020, \$6.25 per square foot for months 7/1/2020 - 10/31/2020; \$6.38 per square foot for months 11/1/2020 - 10/31/2021; \$6.50 per square foot for months 11/1/2021 - 10/31/2022; \$6.63 per square foot for months 11/1/2022 - 10/31/2023; \$6.77 per square foot for months 11/1/2023 - 10/31/2024; \$6.90 per square foot for months 11/1/2024 - 10/31/2025; \$7.04 per square foot for months 11/1/2025 - 10/31/2026; \$7.18 per square foot for months 11/1/2026 - 10/31/2027; \$7.32 per square foot for months 11/1/2027 - 10/31/2028; \$7.47 per square foot for months 11/1/2028 - 10/31/2029; and \$7.62 per square foot for months 11/1/2029 - 12/31/2030. The median household income for a 1 mile radius is \$59,498, for a 3 mile radius is \$61,044 and for a 5 mile radius is \$59,223. There is not an average daily traffic count available for Metroplex Boulevard or Coachman Drive. However, there is a minimal amount of daily traffic that passes in front of the property.



Lease Comparable #4
Industrial Warehouse
 500 Campbell Loop
 Hattiesburg, MS 39401
 Forrest County
 BBG Property #485127



Property Data			
<i>Improvement Details</i>			
Property Type/Use	Industrial Warehouse/Distribution	Lat/Long	31.350100 / -89.3501
Parcel ID #	2-025P-36-005.01	Number of Buildings	2
Year Built	2000	Year Renovated	N/A
Quality	Average	Condition	Average
Class	Class B	Construction Details	Class S
Gross Building Area	18,000 SF	Rentable Area	18,000 SF
Number of Stories	1	Land to Building Ratio	8.98
Opportunity Zone	No	Census Tract	0010.00
Site Size (Gross)	161,608 SF (3.71 acres)	Site Size (Net)	161,608 SF (3.71 acres)
Flood Designation	Zone X (Unshaded)		
Office Percentage	33%	A/C Percentage	33%
Clear Heights	16.00 feet		
Loading Doors	Bay Doors: 12		
Comments	Metal HVAC Type: Central Exterior Walls: Metal Building Size Source: Other Building Source: Other Office Quality Finishes: Average Power Description:		

Leases							
Commence	Suite	Tenant	Leased Area	Term (Mos)	Free Rent (Mos)		Verification
			Rent \$/SF/Year	TI (PSF)	Escalations	Occupancy	
1/1/2019	N/A	ARK Supplies	3,000 SF	60	N/A	0%	5/16/2019
			\$6.40 Modified Gross	N/A	N/A		Integra Realty Resources - Jackson

The median household income for a 1 mile radius is \$35,996, for a 3 mile radius is \$37,722 and for a 5 mile radius is \$39,032. There is not an average daily traffic count available for Campbell Loop. However, there is a minimal amount of daily traffic that passes in front of the property.

APPRAISER QUALIFICATIONS AND LICENSES

Profile

John Praytor is a Senior Managing Director for BBG in the Jackson office. Actively engaged in real estate valuation and consulting since 1987. Extensive experience in the valuation of regional malls, community/neighborhood shopping centers, office buildings - CBD and suburban, warehouse/distribution, multi-family (including CBD condominium development), hotels and motels, vacant land and special purpose properties. Clients served include banks and financial institutions, developers and investors, law firms, business/industry and government, and mortgage bankers. Valuations have been performed for condemnation purposes, estate and financing. Experience is concentrated in metropolitan properties including office buildings, industrial buildings, apartments, senior housing, shopping centers, convenience stores, health facilities, condemnation, and litigation support.

Professional Affiliations

Realtor of the Year, Jackson Association of Realtors, January 2009 - December 2009
President: Board of Directors of the Jackson Association of Realtors, January 2008 - December 2008
President: Jackson Multiple Listing Service, January 2011 - December 2011
Vice President: Board of Directors of the Jackson Association of Realtors, January 2007 - December 2007
Member: National Association of Realtors, August 1987
Member: Jackson Board of Realtors, July 1994
Member: Mississippi Association of Realtors, August 1987
Member: Board of Directors of the Jackson Multiple Listing Service, January 2002 - December 2003
Member: Board of Directors of the Jackson Association of Realtors, January 2006 - December 2006
Member: National Association of Realtors Appraisal Committee, January 2009 - December 2012
Member: National Association of Realtors Multiple Listing Issues & Policies Committee, January 2009 - December 2011
Member: National Association of Realtors Research Committee, January 2010 - December 2012
Appraisal Institute, Member (MAI), April 2015

General Certified Real Estate Appraiser:

State of Mississippi (License No. GA-369)	State of New Mexico (License No. 03736-G)
State of Louisiana (License No. G3897)	State of Texas (License No. 1380652)
State of Tennessee (License No.)	State of California (License No. 3007837)
State of Arkansas (License No. CG-4346)	State of Florida (License No. RZ4203)
State of Virginia (License No. 4001017616)	State of Missouri (License No. 2020040039)
State of Alabama (License No. G01465)	State of Georgia (License No. 383766)
State of Arizona (License No. CGA-1009401)	State of Illinois (License No. 553.002931)

Education

BBA Degree, Delta State University, 1990

MBA Degree, Delta State University, 1992

Qualified as an expert witness in the U.S. Federal Bankruptcy Court, Hinds County Court, MS, Rankin County Court, MS, Holmes County Court, MS



State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD
LICENSE # GA-369 STATUS: ACTIVE

JOHN R PRAYTOR

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER
Effective Date: 01/01/2022 Expiration Date: 12/31/2023

SIGNATURE OF LICENSEE
Robert E. Praytor, Administrator

Profile

Dorothy Hodge-Wells is a General Certified Appraiser at BBG working out of the Gulf Coast office in Mississippi. Ms. Hodge-Wells has over ten years of commercial real estate valuation experience with properties along the Gulf Coast region.

Her scope of competency expands across a broad range of asset types and assignment conditions. Extensive experience in the valuation of community/neighborhood shopping centers, office buildings, warehouse/distribution, multi-family, hotels and motels, vacant land and special purpose properties. Clients served include banks and financial institutions, developers and investors, law firms, business/industry and government, and mortgage bankers. Valuations have been performed for condemnation, estate, and financing purposes.

Professional Affiliations

Appraisal Institute
Former Affiliate

State of Mississippi – General Certified Appraiser (License No. GA-1419)

Education

Specialist Degree, University of Southern Mississippi

Master's degree, William Carey University

Bachelor's Degree, University of Southern Mississippi



VALUATION



ADVISORY



ASSESSMENT



ZONING

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1419

STATUS: ACTIVE

DOROTHY A. HODGE-WELLS

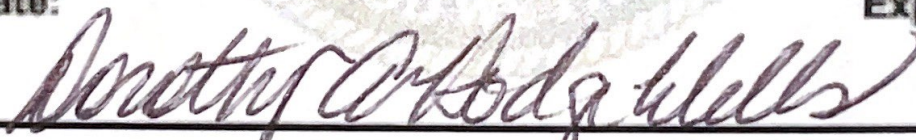
HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:

06/02/2022

Expiration Date:

06/30/2024



SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator

INSURABLE VALUE

The opinion of insurable value is included at the request of the client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The appraisers are not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The appraisers are not cost experts in cost estimating for insurance purposes.

Replacement Costs New / Actual Cash Value	
Area	28,305
Base Cost	\$74.04
Subtotal	\$2,095,702
Add: Indirect Costs (10.00%)	\$209,570
Replacement Costs New	\$2,305,272
Rounded to nearest \$10,000	\$2,310,000
Actual Cash Value (ACV)	
Effective Age (Years)	10
Economic Life	40
Incurable Physical Depreciation %	25%
Total Incurable Physical Depreciation	\$576,318
Total Actual Cash Value (ACV)	\$1,728,954
Rounded to nearest \$10,000	\$1,730,000

(Source: Marshall Swift Cost Estimator)



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 17, 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: 2023-21
Minute Book #

Summary

Adopt Resolutions of Adjudication 01 17 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 17, 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 17th, 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
Glenda Hopkins	106 Donald Street	\$2,422.50	5	20984
Michael Lee	1511 E. Hardy Street	\$4,593.60	2	14810
Garry Loper	215 Jackson Street	\$10,574.80	4	21968
Hattie Mae & Willie B. Hinton	710 Lincoln Street	\$3,481.65	2	22056
Alex Ware	712 Lincoln Street	\$2,795.80	2	22057
Lee Taylor	714 Lincoln Street	\$1,625.00	2	22058
Gwendolyn & Malcom Curtis Jr.	716 Lincoln Street	\$3,827.60	2	22059
Gwendolyn & Malcom Curtis Jr.	718 Lincoln Street	\$2,696.80	2	22060
Emma Jackson	718 Webster Street	\$3,561.10	2	22023

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: Lot 8 Blk 3 Mount Olive Sub Alt Parcel S03069 PPIN 20984 Forrest County 2038E16094.000

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 Terry's Backhoe & Tree Service LLC. 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
Glenda Hopkins	106 Donald Street	2-038E-16-094.00	\$2,422.50
			Total: \$2,422.50

PARCEL: 2-038E-16-094.00, PPIN: 20984, 106 Donald Street, Hattiesburg, MS, 39401 and better described as: Lot 8 of Block 3 of the Mount Olive Subdivision or addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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 Forrest 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 17th 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 17th 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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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: Lot 5 & 6, less and except a strip of land 40 feet wide off of and across the entire South end of Lot 6, Block 5 of the A.C. Draughn Survey and Addition to the City of Hattiesburg, Forrest 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 Terry's Backhoe & Tree Service LLC. 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
Michael Lee	1511 E. Hardy Street	2-029P-10-002.00	\$4,593.60
			Total: \$4,593.60

PARCEL: 2-029P-10-002.00, PPIN: 14810, 1511 E. Hardy Street, Hattiesburg, MS, 39401 and better described as: Lot 5 & 6, less and except a strip of land 40 feet wide off of and across the entire South end of Lot 6, Block 5 of the A.C. Draughn Survey and Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi 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 Forrest 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 17th 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 17th 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

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

RESOLUTION

INDEXING INSTRUCTIONS: Pt. Lot 1, Block 168, McInnis K. sub of Crittenden.

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 MSP Enterprises LLC. 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
Garry Loper	215 Jackson Street	2-029J-10-031.00	\$10,574.80
			Total: \$10,574.80

PARCEL: 2-029J-10-031.00, PPIN: 21968, 215 Jackson Street, Hattiesburg, MS, 39401 and better described as: Part of Lot 1, Beginning 56 ft. South of the Northeast corner of said lot, run West 91.83 ft., run South on Jackson Street 48 ft., run East to the East side of said lot, thence run North to beginning; Block 168, Kenneth McInnis Subdivision of Crittenden Survey, Section 10, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi. Also being Parcel # 2-029J-10-031.00 and PPIN # 21968.

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 Forrest 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 17th 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 17th 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: 710 Lincoln Street, Hattiesburg, MS, 39401 and better described as Lot 18 in Block 4 of the McInnis, Mitchell, and Longre Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map of plat on file in the office of the Chancery Clerk of said County.

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 uncleanliness 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 Terry's Backhoe & Tree Service LLC. 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
Hattie Mae & Willie B. Hinton	710 Lincoln Street	2-037D-14-122.00	\$3,481.65
			Total: \$3,481.65

PARCEL: 2-037D-14-122.00, PPIN: 22056, 710 Lincoln Street, Hattiesburg, MS, 39401 and better described as: Lot 18 in Block 4 of the McInnis, Mitchell, and Longre Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map of plat on file in the office of the Chancery Clerk of said County.

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 Forrest 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 17th 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 17th 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

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-037D-14-121.00, 712 Lincoln Street, Hattiesburg, MS, 39401 and better described as: Lots 19 of Block 4, McInnis, Mitchell, and Longre Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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 uncleanliness 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 Terry's Backhoe & Tree Service LLC. 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
Alex Ware	712 Lincoln Street	2-037D-14-121.00	\$2,795.80
			Total: \$2,795.80

PARCEL: 2-037D-14-121.00, PPIN: 22057, 712 Lincoln Street, Hattiesburg, MS, 39401 and better described as: Lots 19 of Block 4, McInnis, Mitchell, and Longre Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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 Forrest 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 17th 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 17th 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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RESOLUTION

INDEXING INSTRUCTIONS: LT 20 BLK 4 MCINNIS, MITCHELL & LONGRE REC # 19137 ** 714 LINCOLN ST PPIN 22058 Section 14, Township 4 North, Range 13 West Parcel/PPIN: 2037d14120.00 Forrest 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 uncleanliness 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 Terry's Backhoe & Tree Service LLC. 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
Lee Taylor	714 Lincoln Street	2-037D-14-120.00	\$1,625.00
			Total: \$1,625.00

PARCEL: 2-037D-14-120.00, PPIN: 22058, 714 Lincoln Street, Hattiesburg, MS, 39401 and better described as: LT 20 BLK 4 MCINNIS, MITCHELL & LONGRE REC # 19137 ** 714 LINCOLN ST PPIN 22058 Section 14, Township 4 North, Range 13 West Parcel/PPIN: 2037d14120.00 Forrest County, Mississippi**

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 Forrest 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 17th 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 17th 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
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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: All of Lot 21 in Block 4 of the McInnis, Mitchell, and Longre Subdivision of or Addition to the City of Hattiesburg, Forrest 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 Terry's Backhoe & Tree Service LLC. 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
Gwendolyn & Malcom Curtis Jr.	716 Lincoln Street	2-037D-14-119.00	\$3,827.60
			Total: \$3,827.60

PARCEL: 2-037D-14-119.00, PPIN: 22059, 716 Lincoln Street, Hattiesburg, MS, 39401 and better described as: All of Lots 21 in Block 4 of the McInnis, Mitchell, and Longre Subdivision of or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements upon said realty and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding reservations, exceptions, conveyances, or lenses of interests in and to any oil, gas, or other minerals in, on, or under said realty.

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 Forrest 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 17th 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 17th 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
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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: All of Lot 22 in Block 4 of the McInnis, Mitchell, and Longre Subdivision of or Addition to the City of Hattiesburg, Forrest 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 Terry's Backhoe & Tree Service LLC. 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
Gwendolyn & Malcom Curtis Jr.	718 Lincoln Street	2-037D-14-118.00	\$2,696.80
			Total: \$2,696.80

PARCEL: 2-037D-14-118.00, PPIN: 22060, 718 Lincoln Street, Hattiesburg, MS, 39401 and better described as: All of Lot 22 in Block 4 of the McInnis, Mitchell, and Longre Subdivision of or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements upon said realty and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding reservations, exceptions, conveyances, or lenses of interests in and to any oil, gas, or other minerals in, on, or under said realty.

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 Forrest 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 17th 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 17th 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

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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: Lts 20 & 21 BLK 2 MCINNIS, MITCHELL & LONGRE

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 Terry's Backhoe & Tree Service LLC. 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
Emma Jackson	718 Webster Street	2-037D-14-076.00	\$3,561.10
			Total: \$3,561.10

PARCEL: 2-037D-14-076.00, PPIN: 22023, 718 Webster Street, Hattiesburg, MS, 39401 and better described as: Receipt # 19389 Parcel # 2-037D-14-076.00 PPIN # 22023 LTS 20 & 21 BLK 2 MCINNIS, MITCHELL & LONGRE Prev #: H0656-02-018 STR 14-04N-13W

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 Forrest 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 17th 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 17th 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 17, 2023
Re: Adopt a Resolution authorizing submission of grant application to the Mississippi Municipal and County Water Infrastructure (MCWI) Program and authorize the city's representative to execute application.
File Number: 2023-33
Minute Book #

Summary

Recommendation Statement

I recommend adoption of the Resolution.

Please place this on the January 17, 2023 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI AUTHORIZING THE SUBMITTAL OF APPLICATIONS TO THE
MISSISSIPPI MUNICIPAL AND COUNTY WATER INFRASTRUCTURE (“MCWI”)
GRANT PROGRAM AND DESIGNATING ITS AUTHORIZED REPRESENTATIVES
TO EXECUTE THE APPLICATION**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act to provide continued relief from the impact of the COVID-19 pandemic (“COVID-19”); and

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA; and

WHEREAS, Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Mississippi Senate Bill 2822 (2022) provided funding and parameters for a program, which funding is derived from Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection Agency’s Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, municipalities must submit an application to MDEQ to apply for MCWI grant funds; which applications must include plans and specifications for necessary investments in infrastructure and a certified copy of the a resolution by the applicant’s governing body which authorizes the submission of the application and designates an authorized representative or office to execute the application and to be the authorized representative on the project; and

WHEREAS, applicants must certify that expenditure of the funds awarded to them under the MCWI program will be in compliance with the Guidance and MCWI Guidance; and

WHEREAS, the MDEQ is now accepting applications through its portal for its second round of funding opportunities under the MCWI Program; and

WHEREAS, the City has identified the following six (6) projects that may be eligible for one-to-one matching funds under the MCWI program (collectively the “Projects”), and that are eligible for use of the City’s ARPA funds up to \$7,000,000 for matching:

- **7th Street Water and Sewer.** This project consists of water, sewer and drainage improvements on W. 7th Street.
- **Gordon's Creek Bank Stabilization.** This project consists of the rehabilitation of a retaining wall on Gordon's Creek at the W. Pine St. Parking Garage.
- **Unified Neighborhood Infrastructure Phase I.** This project consists of storm water, sewer, water and street improvements to Magnolia Avenue (Edwards to Dead End) and Cedar St. (Magnolia Ave. to Alley south of Magnolia Ave.) and the rehabilitation of storm sewer pipes along Penton Street.
- **40th Avenue Drainage.** This project is a drainage improvement project for 40th Avenue.
- **Irene Chapell Drainage.** This project consists of drainage improvements in and around the Irene Chappell neighborhood.
- **Lincoln Road Detention Basin.** This project consists of the construction of a drainage detention basin around Lincoln Road and 28th Avenue and drainage improvements to the tributary stream between Sangria Drive and S. 34th Avenue.

WHEREAS, the City has preliminarily determined that each of the each of the Projects includes components that are necessary investments in water, wastewater, and storm water infrastructure, a portion of which may be eligible for funding with an MCWI grant, and that, if selected for an MCWI grant, the use of the City's ARPA funds for these projects will comply with ARPA and the Guidance; and

WHEREAS, the City desires to develop and submit applications and supporting materials for each of the Projects to MDEQ to request MCWI grant funds under MDEQ's MCWI second round of funding.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the City intends to submit an MCWI application to MDEQ for each of the Projects and designates the Mayor, Hunter White and Shea McNease, P.E. as its authorized representatives to execute the application and to be the authorized representatives on the Projects for the MCWI grant program.
2. That the City, if awarded matching funds from MCWI, will utilize its ARPA funds to implement the MCWI-eligible portion of the Projects selected for funding in an amount equal to the MCWI funds and in compliance with the MCWI Guidance and the Guidance.
3. Upon award of funds from the MCWI grant program, the City will take further action related to the obligation and expenditure of ARPA funds in accordance with the Guidance and MCWI Guidance.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the ____ day of _____ 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the __ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

67260865.v1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Nathan Satcher, Planner

cc: Wiley Quinn, Urban Development Director

Date: Tuesday, January 17, 2023

Re: Approve or Deny a petition filed by Andy Stetelman, owner, and Robert St. John, applicant, requesting a variance from section 5.4.36.4, which states: “no part of the active use area of a drive-through restaurant, including the drive-through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use” and instead allow for a distance of 80 feet for a variance of 220 feet for the property located at 3207 Hardy Street (Ward 1). The Board of Adjustment Recommended to Approve on January 4th, 2023.
File Number: 2023-19
Minute Book #

Summary

Approve or Deny a variance request for a drive-through buffer at 3207 Hardy Street.

Recommendation Statement

Approve or Deny: the Board of Adjustment Recommended to Approve on January 4th, 2023.

Please place this on the January 17, 2023 City Council meeting for consideration.



**Planning Commission
Case Fact Sheet**

Name of Petitioner: Andy Stetelman, Owner, and Robert St. John, Applicant

Address of Property: 3207 Hardy St **Tax Parcel:** 2-028K-07-034.00 **PPIN:** 23004 **Ward:** 3

Request: **Variance – Drive through Buffer and Stacking**

Purpose of Request: A petition has been filed by Andy Stetelman, owner, and Robert St. John, applicant, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 5.4.36.4, which states: “no part of the active use area of a drive-through restaurant, including the drive-through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use” and instead allow for a distance of 80 feet for a variance of 220 feet and to request a variance from 7.12.16.1 for a facility requiring ten (10) spaces and instead allow for five (5) total stacking spaces for a variance of five (5) stacking spaces for the property located at 3207 Hardy Street (Parcel No. 2-028M-07-065.00; PPIN 23004, Forrest Co., Ward 1).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 5

5.4.36 Restaurants with and Without Drive-Through Service.

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

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

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

5.4.36.4 No part of the active use area of a drive-through

Andy Stetelman, Owner, and Robert St. John, Applicant
Request for: **Drive-through buffer and stacking requirements**

restaurant, including the drive-through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use.

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

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

7.12.16 Stacking Space.

7.12.16.1 Number of Spaces Required. In addition to required parking spaces, drive-through facilities shall provide a minimum of five stacking spaces per drive-through facility, window, or bay, with the following exceptions. Note: the space directly in front of the facility, window or bay shall not count towards meeting the stacking requirements.

i. Fast food restaurants shall have an additional five stacking spaces. A minimum of five of the total stacking spaces shall be located at or prior to the ordering station.

Present Zoning:	This parcel is currently zoned B-3 Community Business District
Present Zoning:	The parcel is currently zoned B-3. A zoning change from R-3/B-2 to B-3 was approved by City Council on July 19 th , 2022.
Present Use:	Vacant building, previously occupied by Century First Federal Credit Union (formerly Southern Mississippi Federal Credit Union)
Future Land Use:	Community Business Corridor
Surrounding Zoning and Land Use:	North: R-3 Multi-Family Residential South: B-3 Community Business East: B-3 Community Business West: B-3 Community Business
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of December 22 nd , 2023. Letters of support have been provided by neighboring property owners and businesses, including the residential property within the buffer for the drive-through.
History / Background:	The petitioner met in Pre-Application to discuss the re-establishment of the non-conforming drive-through located at the subject property, formerly used as bank administrative offices. The

Andy Stetelman, Owner, and Robert St. John, Applicant
Request for: **Drive-through buffer and stacking requirements**

applicant is proposing to establish a bakery with a drive-through option for the site. Staff and administration explored options for the business to operate without the drive-through component, including establishing the window as a pedestrian walk-up counter with outdoor seating. Variances would not have been necessary with the removal of the drive-through and staff could have approved the site administratively through site plan review and approval.

Staff have discussed with the applicant how the design of the drive-through being parallel to N 33rd Ave creates a challenge for customers turning in and has the potential to create traffic conflicts, particularly for vehicles trying to use the drive-through that are coming off of Hardy Street. The property is also within proximity of The University of Southern Mississippi and the formal Midtown area, both of which are more pedestrian-oriented areas than other parts of the city.

The Board of Adjustment should also consider the implications of an additional drive-through on this commercial corridor. Drive-throughs create challenges in creating pedestrian-friendly environments. As the City of Hattiesburg grows and expands to accommodate new businesses, the Board of Adjustments should consider the impact that individual site design plays within a larger context for the overall benefit of the city and all modes of transportation.

Option: Approve or Deny. Conditions may be added for approval

Basis for Approval (12.4.1.1):

I. Hardship.

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

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

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

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

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

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

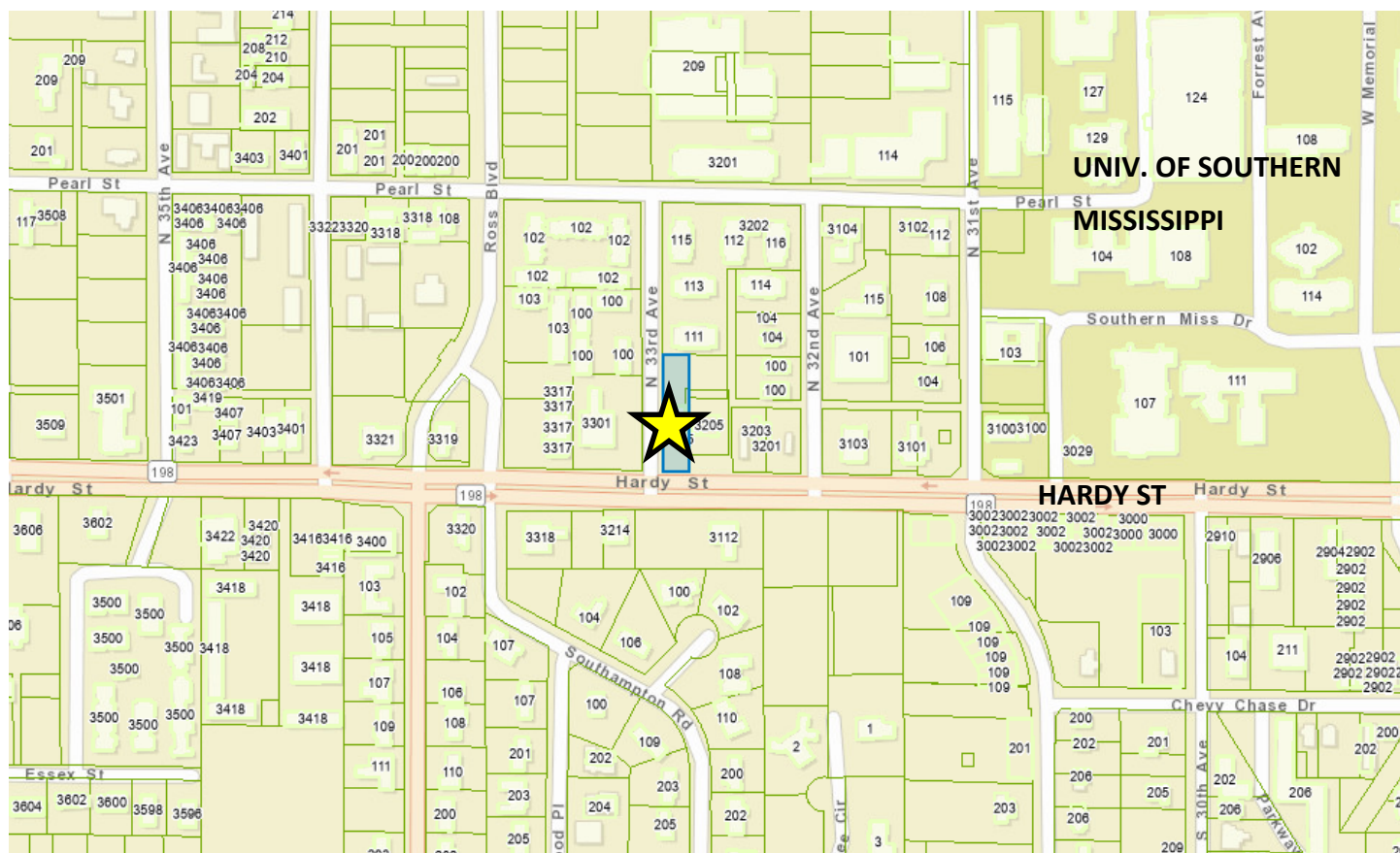
SUBJECT PARCEL:
3207 Hardy St

Andy Stetelman, Owner, and Robert St. John, Applicant

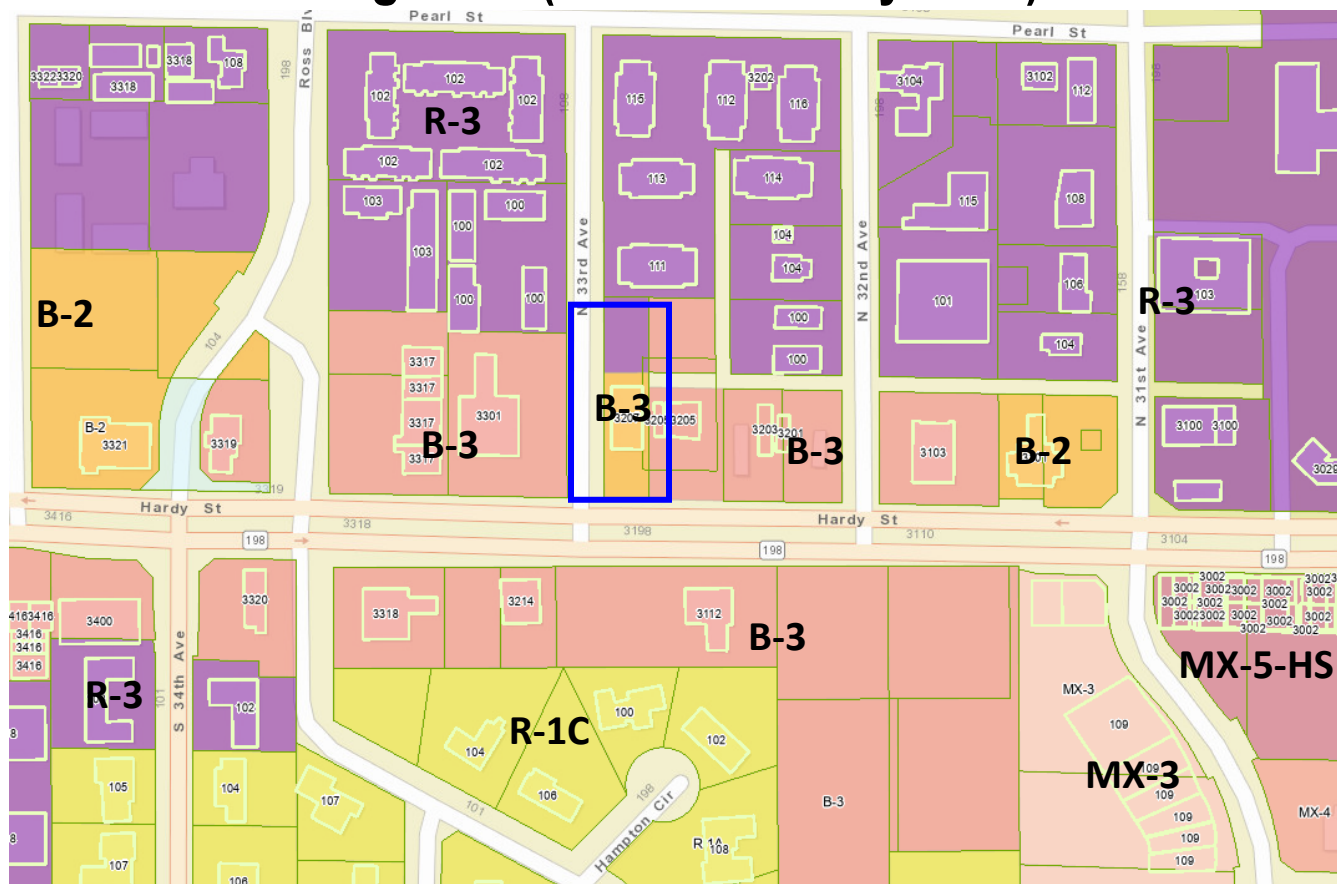
The petitioners request a variance from section 5.4.36.4, which states: “no part of the active use area of a drive-through restaurant, including the drive-through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use” and instead allow for a distance of 80 feet for a variance of 220 feet and to request a variance from 7.12.16.1 for a facility requiring ten (10) spaces and instead allow for five (5) total stacking spaces for a variance of five (5) stacking spaces for the property located at 3207 Hardy Street (Forrest Co., Ward 1).



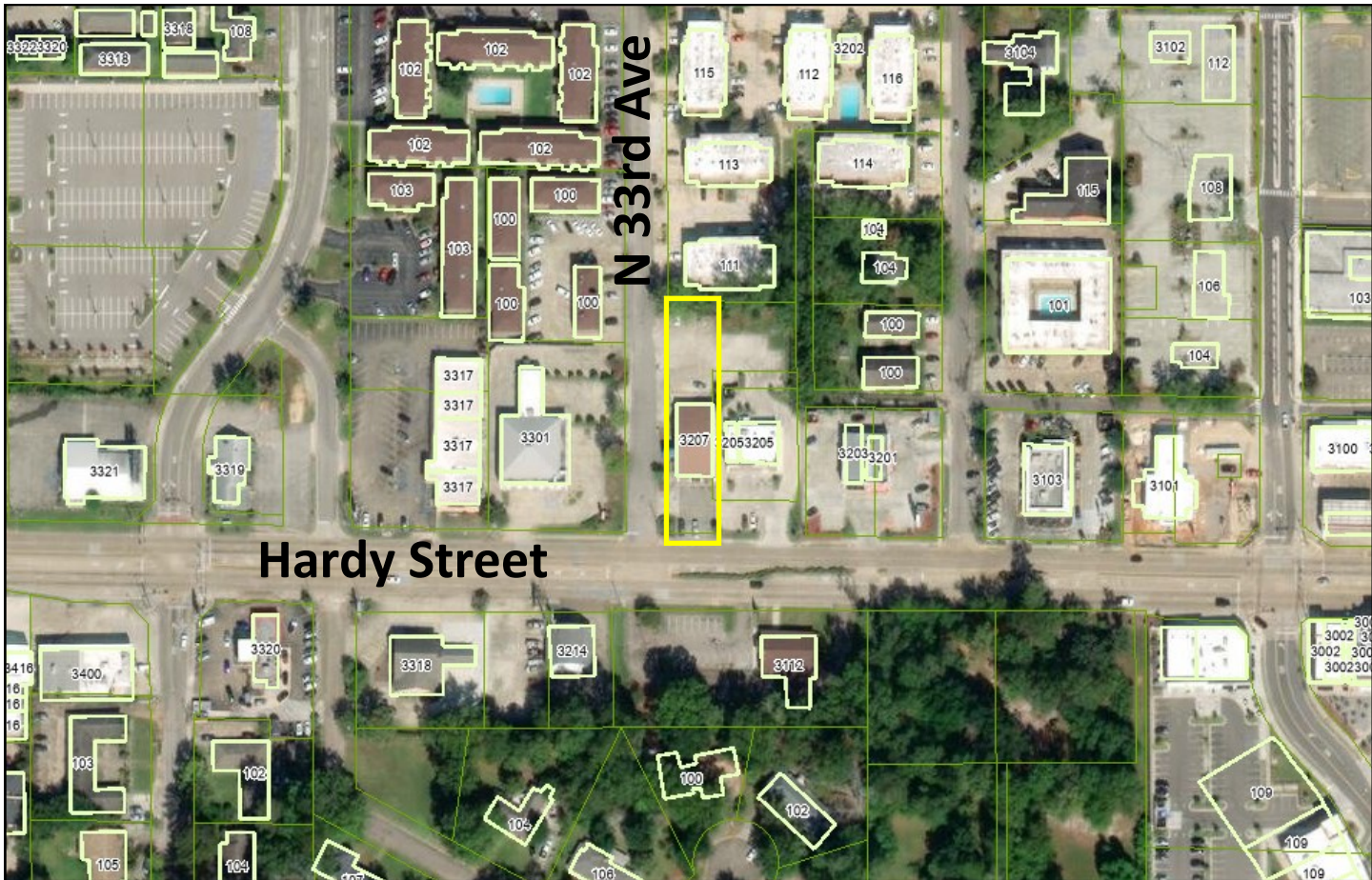
Vicinity Map—Ward 3



Zoning—B-3 (rezoned in July 2022)



Site Aerial



SURROUNDING AREA

North: R-3 Multi Family Residential



**South: B-3 Community Business
Financial Institution**



**West: B-3 Community Business
Financial Institution**



**East: B-3 Community Business
Restaurants**



Additional Photos

Photo of drive-through (Facing South towards Hardy Street)



Additional View of Drive-Through
(Facing North)

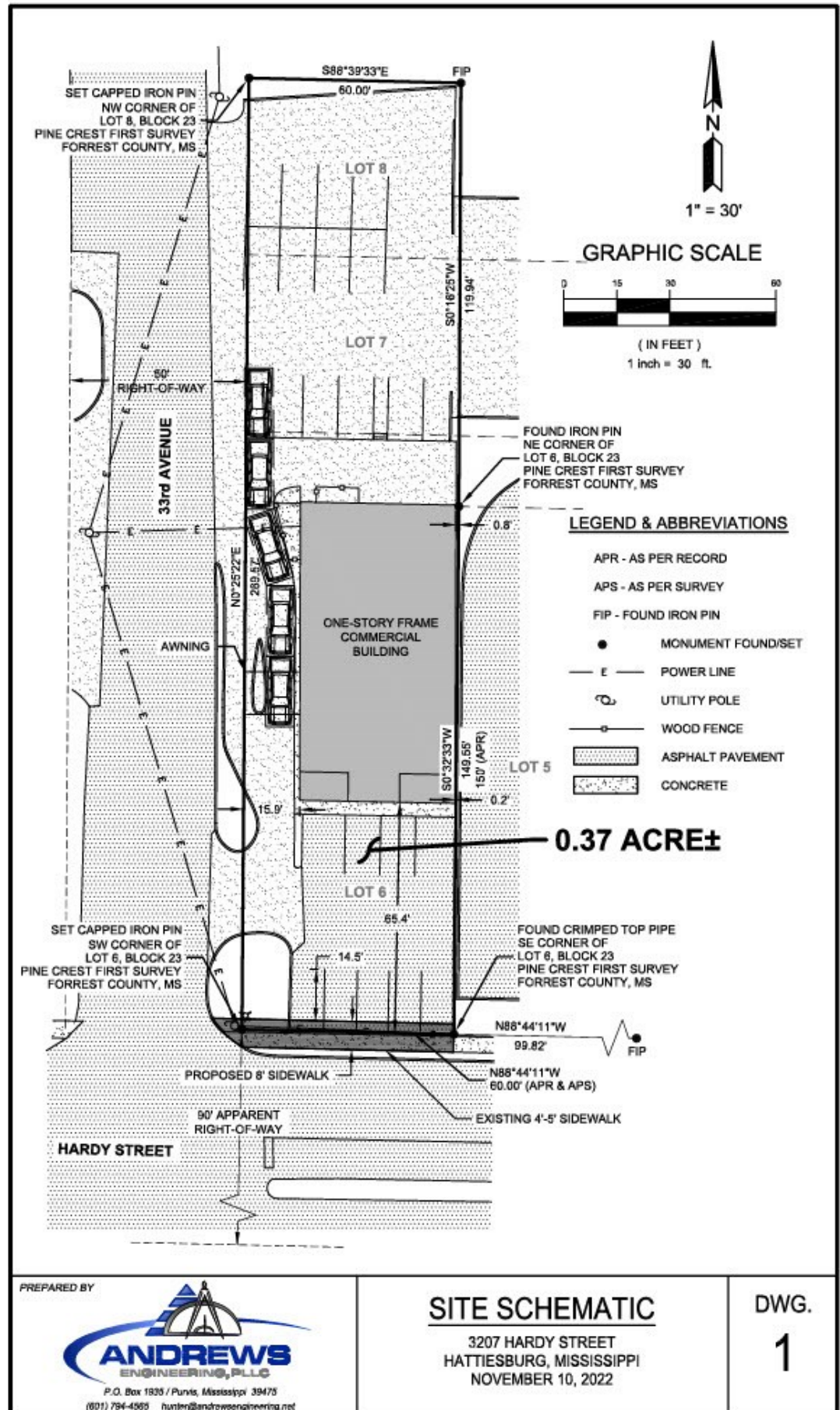


Additional View (facing East)

Alternative view with parking area in rear



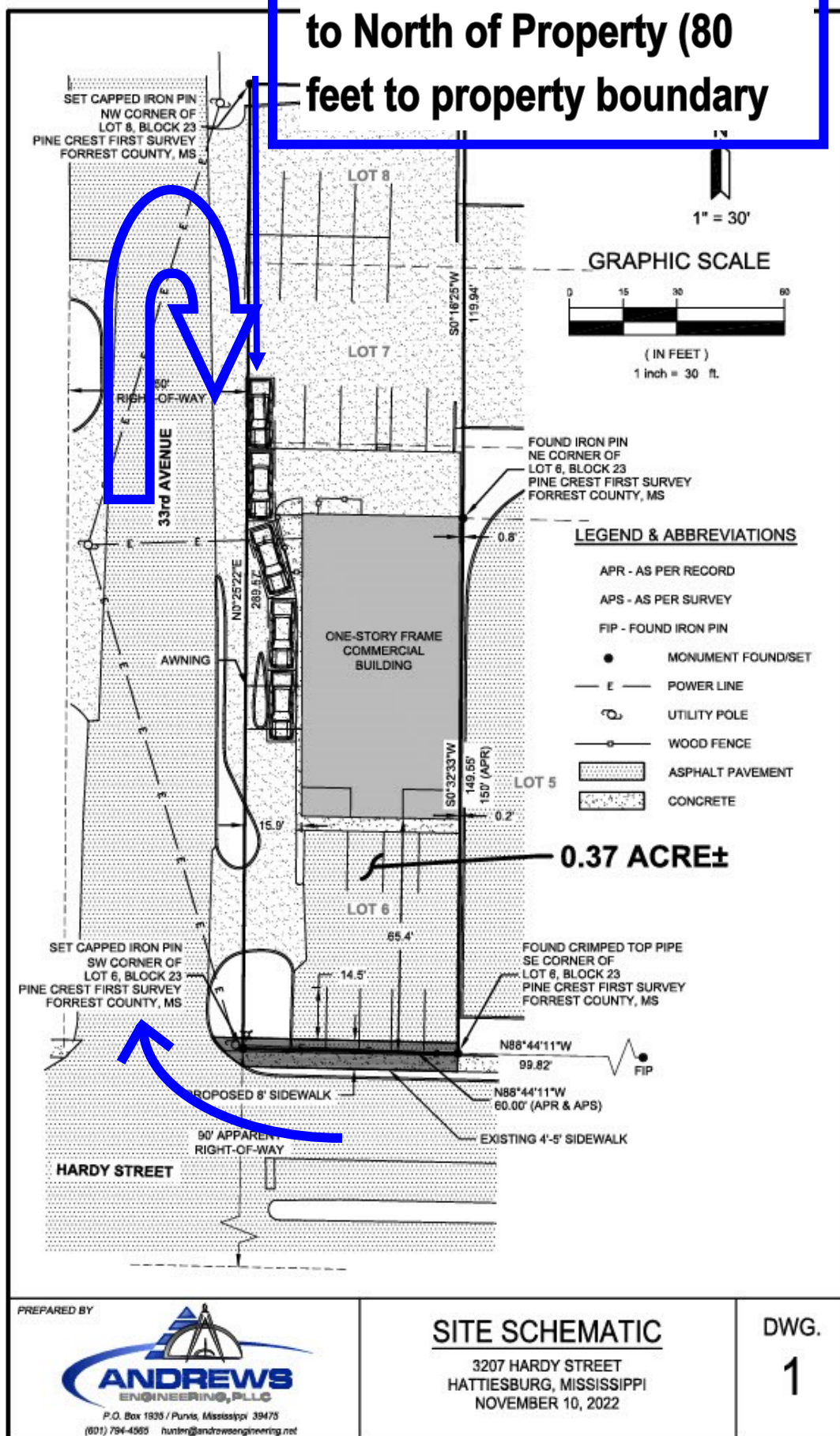
Proposed Site Plan



Proposed Site Plan

R-3 Zoned Parcel Directly to North of Property (80 feet to property boundary)

Blue Arrows show path of travel for vehicles entering from Hardy Street



PREPARED BY



SITE SCHEMATIC

3207 HARDY STREET
HATTIESBURG, MISSISSIPPI
NOVEMBER 10, 2022

DWG.

1

Variance Information

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

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

Approval Criteria.

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

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

The current building has two drive-through lanes. We need to take that down to one lane. We leased the building because it has a drive-through window. The bakery concept won't cash flow without a drive-through window.

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

There are two other drive-through windows next door in the same block

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

Variance Information

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

I operated a donut shop one block away that only relied on walk-up business. It couldn't sustain. The only way to make a bakery such as this work in Tallahassee is to have a drive-through window.

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

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

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.

MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
December 7th, 2022

The Hattiesburg Board of Adjustment did meet in regular session on December 7th, at 3:52 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Bruce Betts
Dick Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
James Trussell
Brandon Williams (Via GoToMeeting)

Board Members Absent: Jessica Cathey
James Hughes
Stacey Ready

Also Present: Ginger Lowrey, Planning Division Manager
Jim Gladden, Esq.
Nathan Satcher, Planner
Wiley Quinn, Director of Urban Development

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:52 PM.

AGENDA REVIEW

There came the matter of the December 2022 Agenda. A motion was made by Bernard Green to approve the agenda and was seconded by Bruce Betts.

Motion to Approve December 2022 Agenda

Board Members voting aye: Bruce Betts
Bernard Green
Shawn Harris, Chair
Lucy Parkman
James Trussell
Brandon Williams (Via GoToMeeting)

Board Members voting nay: None

Board Members not voting: Dick Conville (not present for the vote)

MINUTES REVIEW

There came the matter of the November 2nd, 2022 minutes. A motion was made to approve the minutes by Lucy Parkman with a correction to remove Dick Conville from voting on the last item, as he was not present for that vote. The motion was seconded by Bernard Green and all present voted in favor of the motion.

Motion to Approve Minutes with corrections

Board Members voting aye: Bruce Betts

Jessica Cathey

Bernard Green

Shawn Harris, Chair

Lucy Parkman

Brandon Williams (Via GoToMeeting)

Board Members voting nay: None

Board Members not voting: Richard Conville

REPORTS

PLANNING REPORT

Ginger Lowrey, Planning Division Manager, provided the Planning Report. Lowrey noted that City Council upheld the recommendation by the Board of Adjustment for both cases last month, which included a front setback variance at 3104 Hardy Street and a drive-through buffer variance at 3606 Hardy Street. Mrs. Lowrey also shared that this would be the last Board of Adjustment meeting she would be leading, as she was resigning from the City of Hattiesburg and her last day would be December 16th.

CHAIR'S REPORT

Shawn Harris did not have a report for this meeting.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

There came the matter of Item A, to consider a petition that has been filed by Estacado Interests, LLC, applicant, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 10.6 Signs – Billboards “1000 lineal feet, measured radially, from any other off-premise sign” and instead allow for a distance of “690 feet” from an off-premise sign for a variance of 310 feet and to vary from the required side setback (section 10.6) of “15 feet” and instead allow for “0 feet” for a variance of 15 feet for a proposed billboard. The applicant also requests to vary from section 10.6 Signs – Pole Sign “Minimum 150’ frontage on any premises freestanding sign” and instead allow for a minimum of “120 feet” frontage for a variance of 30 feet for a proposed on-premise pole sign. The applicant requests three (3) total variances for two (2) signs (one off-premise sign/billboard and one on-premise sign) for the property located at 5032 Hardy St (Parcel No.: 051P-11-046.000; PPIN 18460, Lamar County, Ward 3)

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Devan Pharis	via GotoMeeting	Ft. Worth, TX
	Canon Maki	via GotoMeeting	Ft. Worth, TX
	Matt Peterson	via GotoMeeting	Ft. Worth, TX
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Devan Pharis, a representative of Estacado Interests, a real estate company out of Fort Worth Texas, presented the application. He noted that the potential buyer is Murphy Express, which is a gas station and convenience store company and that there are some already in the greater Hattiesburg area. A proposed site plan for the development of the site showed that the current location of the billboard would not be feasible for the proposed gas station. He noted the primary reason for the Billboard variances are for the redevelopment of the site, where a perpetual easement is in place for the billboard. He noted that the perpetual easement allows for the billboard to remain on the property, regardless of ownership and that the owners of the property and billboard company have agreed to the redevelopment of the site so long as Estacado Interests pays for the relocation

of the billboard to an alternate location on site. Pharis claimed that if the variance is not approved, the billboard would stay in its current location in perpetuity. He also discussed the need for the pylon sign, as an existing access easement cuts the frontage of the property short of the minimum, where if that were included they would have the minimum required frontage. He also noted that neighboring properties also have similar type of signage and did not want to be at a disadvantage with their advertising. Canon Maki, a representative of Estacado Interests, clarified the location of the billboard and reiterated the challenges with the perpetual easements in place for the Billboard.

Board of Adjustment members sought additional clarification on the request and placement of the billboard and monument sign, where Maki provided more details. Board members noted they wished that they had a visual [building elevations] for what the proposed development would look like in the staff reports. Shawn Harris asked if they had any conversations with the neighboring property owners. The applications noted they had verbal support from the rainforest car wash, but they were unwilling to put that in writing. He noted that the shopping center to the rear had submitted a letter of support for the variances.

Chair Harris closed the public hearing portion of the meeting. Board members weighed on the decision to approve the billboard variance, as they discussed the perpetual easement and how the site has a challenge to redevelop because of the easement in place for the billboard. Harris asked for clarification on how the perpetual easement functioned and staff clarified on their function. Board members expressed their concern in approving a billboard variance, but noted that the perpetual easement presents a real challenge in the redevelopment of the site. Conville noted that if they cannot get rid of the billboard, he would rather have an active business at that location instead of a vacant building if the billboard has to remain on the property regardless. Conville made a motion to approve A-1 (Billboard buffer variance) and A-2 (billboard side setback variance) on the basis of approval criteria number 1, and 4. The motion was seconded by Bernard Green. Conville noted that there appears to be a genuine hardship for the redevelopment of the property. A roll call vote was then conducted.

Motion to Approve Based on Approval Item A-1: Billboard Buffer Variance

1 Hardship

4 Reasonable Use

Board Members voting aye: Bruce Betts

Jessica Cathey

Richard Conville

Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via GoToMeeting)

Board Members voting nay: None

Record of Vote: 7-0

Motion to Approve Based on Approval Item A-2: Billboard setback variance

1 Hardship

4 Reasonable Use

Board Members voting aye: Bruce Betts

Jessica Cathey
Richard Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via GoToMeeting)

Board Members voting nay: None

Record of Vote: 7-0

Board members then discussed the differences in a pole sign versus a monument sign and all were in agreeance that fewer signs is preferable to excessive signage. Conville made a motion to approve item A-3 with the condition that a monument sign to be placed instead of a pole sign as it is more appropriate for the scale and size of the property. The motion was seconded by Bernard Green and a roll call vote was then conducted.

Motion to Approve Based on Approval Item A-3: Minimum frontage for a freestanding sign with the condition that a monument sign to be approved instead of a pole sign in that it is more appropriate for the scale of the property

3 Literal Interpretation

6 Conformance with the Purposes of the the Code

Board Members voting aye: Bruce Betts

Jessica Cathey
Richard Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via GoToMeeting)

Board Members voting nay: None

Record of Vote: 7-0

PUBLIC HEARING – BOARD OF ADJUSTMENT

There came the matter of Item B, to consider a petition that has been filed by Michael Kent Myatt, owner, and Joel Ford, engineer, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 7.12.10.4 “Maximum outdoor equipment storage space of 50%” to exceed the allowable amount to “64%” for a variance of 14% for a certain property located at 5566 Old Highway 42 (Parcel No.: 2-029A-03-031.00; PPIN 15065 Forrest County, Ward 2).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Michael Kent Myatt	(no address provided)	
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Kent Myatt, owner of Underwood Outdoor Power, presented the application. His primary reason for the variance request is for the expansion of his business, where he needs additional outdoor storage space for the equipment that he sells, which is primarily lawnmowers. The area would not be open to the public or for customers, but only for storage of his equipment. He noted that the expansion plans were also dependent upon the approval of the vacation of the street and conditional use request that was presented to the Planning Commission in the meeting directly before. Planning Commission recommended approval of both items. He noted that DeViney Construction, the property owner directly to the west, had no issues with the street closure and conditional use request and provide letters of approval from their owner. Mr. Myatt also noted that many of the surrounding developments also use and have the same type of surface material as what he is proposing and would not be out of line with what is already existing along that corridor.

Chair Harris closed the public hearing portion of the meeting at 5:13 PM. Bernard Green made a motion to approve the request on the basis of approval criteria 4 and 6. The motion was seconded by James Trussell. Having no further discussion, a roll call vote was then conducted.

Motion to Approve Based on Approval Item B: Maximum Outdoor Equipment Storage Space

- 4 Reasonable Use**
- 6 Conformance with the purpose of the Code**

Board Members voting aye: Bruce Betts
Jessica Cathey
Richard Conville
Bernard Green
Shawn Harris, Chair
Lucy Parkman
Brandon Williams (Via GoToMeeting)

Board Members voting nay: None
Record of Vote: 7-0

BUSINESS MEETING

James Trussell shared with staff that there was a bit of confusion for the first set of variance requests. Jim Gladden reminded the Board of Adjustment that it is important to read the staff reports in their entirety before attending the meeting. Satcher made note of the confusion and would adjust presentations in the future for the Board of Adjustment. Trussell also brought up his concerns with the day and time of the meeting and asked if staff could consider moving the hearings to another date/time that was more convenient. He also asked that it should be a requirement for applicants to attend in person. Staff noted the concerns and shared the reasoning behind the date/time of the Board of Adjustment and the use of a virtual hearing option. There being no further business, Bernard Green made a motion to adjourn the meeting. The motion was seconded by Bruce Betts and all members were in favor. The meeting was adjourned at 5:30 PM

Shawn Harris, Chair

Ginger Lowrey, Planning Division Manager

MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT

January 4th, 2023

The Hattiesburg Board of Adjustment did meet in regular session on January 4th, at 3:49 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Bruce Betts
Bernard Green
Jessica Cathey (Via GotoMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacey Ready

Board Members Absent: Dick Conville
James Hughes
James Trussell
Brandon Williams

Also Present: Nathan Satcher, Planner II
Russell Archer, Historic Planner
Jim Gladden, Esq.
Wiley Quinn, Director of Urban Development

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:50 PM.

AGENDA REVIEW

There came the matter of the January 2023 Agenda. A motion was made by Lucy Parkman to approve the agenda and was seconded by Stacey Ready. All members present voted in favor of the motion.

Motion to Approve January 2023 Agenda

Board Members voting aye: Bruce Betts
Bernard Green
Jessica Cathey (Via GotoMeeting)
Shawn Harris, Chair
Lucy Parkman

Stacey Ready

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the December 7th, 2022 minutes. A motion was made to approve the minutes by Stacey Ready with a correction to remove Carlos Wilson as a Board Member on the first page, as he was included in error. The motion was seconded by Lucy Parkman and all present voted in favor of the motion.

Motion to Approve Minutes with corrections

Board Members voting aye: Bruce Betts
Bernard Green
Jessica Cathey (Via GotoMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacey Ready

Board Members voting nay: None

REPORTS

PLANNING REPORT

Nathan Satcher, Planner II, provided the Planning Report. Satcher noted that City Council upheld the recommendation by the Board of Adjustment for both cases in December, which included multiple variances for a billboard and freestanding sign to be located at 5032 Hardy Street, and a variance for maximum outdoor equipment storage area at 5566 Old Highway 42. City Council included the conditions recommended by the Board of Adjustment for the freestanding sign variance to be a monument sign.

CHAIR'S REPORT

Shawn Harris did not have a report for this meeting.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

There came the matter of Item A, to consider a petition has been filed by Andy Stetelman, owner, and Robert St. John, applicant, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 5.4.36.4, which states: “no part of the active use area of a drive-through restaurant, including the drive-through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use” and instead allow for a distance of 80 feet for a variance of 220 feet and to request a variance from 7.12.16.1 for a facility requiring ten (10) spaces and instead allow for five (5) total stacking spaces for a variance of five (5) stacking spaces for the property located at 3207 Hardy Street (Parcel No. 2-028M-07-065.00; PPIN 23004, Forrest Co., Ward 1).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Robert St. John	116 Heatherwood Drive	Hattiesburg, MS
	Andy Stetelman	no address was provided	
<u>Proponents:</u>	Martha Foose	“ “	
	Bill Rogers	“ “	
	Otis Griff	“ “	
	Greg Prine	107 6 th Ave	Hattiesburg, MS
	Jill St. John	116 Heatherwood Drive	Hattiesburg, MS
<u>Opponents:</u>	None		

Robert St. John, owner of New South Restaurant Group, presented the application. He started by sharing that he was the owner of multiple restaurants in the midtown area and employs over 300 employees, and was the founder of the Midtown Merchants Association. St. John also shared that multiple restaurants of his in midtown were redeveloped, unsightly properties. The property at 3207 Hardy Street would be developed as a French Bakery and run by Martha Foose, an award-winning chef. St. John particularly chose this property as it had an existing drive-through, which he claimed was a crucial component of the business model for this restaurant. He noted that the bakery would not be a coffee shop type of setup, but more of a retail type of bakery, where the drive-through would be for pick-up orders only for things such as casseroles. He then stated that Hattiesburg needs this and he is for it.

St. John noted that the movement in town is heading out west and there are so many strikes against people doing business in midtown and downtown. He argued that it should be easier for

development in midtown and near the avenues to get people back in those areas. He claimed that customers coming from out west would turn on Ross Boulevard and make the block instead of crossing Hardy Street directly into North 33rd Avenue. He again reiterated that it would be a French bakery and customers would pick up their pastries in the morning on their way to work.

Andy Stetelman, owner of the property, also spoke on behalf of the application. He noted that he lived in the area near the proposed bakery many years ago and a pickup window was commonplace at the time, and he believed it did not create issues for operations or nearby residents. He also noted that he had multiple marijuana dispensaries that were trying to occupy the space, but felt that St. John's concept was a better fit for the area.

Shawn Harris, noted that there was a lot of discussion by staff to establish outdoor seating as opposed to a drive-through. He stated that many of the trash issues in this area are driven by the commuter convenience mindset and the Board of Adjustment had seen many drive-through requests in this area, one of which they denied. As a member of the Downtown Hattiesburg Association, he shared that their goal is to promote walkability and placemaking, in creating spaces that set Hattiesburg apart. He noted that Robert St. John did not have a single drive-through in Hattiesburg and posed the question to the applicant about what in their business model says they have to have cars in that space. He drew attention to Mulvi's coffee shop nearby, where he frequently gets his coffee from, did not have a drive-through. He asked at what point do we stop placating to drivers in cars in already heavily congested areas and ask people to walk to restaurants as a way to build the community.

St. John noted that in order to attract people from out west, they need every advantage they could get to draw business. He claimed the drive-through would be a substantial part of this business. He noted that he is in support of walkability but could not solely make a business decision off of support for walkability.

Martha Foose, who would run the bakery as the head chef, spoke in favor of the request. She noted there would not be an order board or speaker box, and the drive-through would be for quick pick-ups only. She shared that she was excited to be in Hattiesburg and hopeful for a huge king-cake season. Jill St. John, also spoke in favor of the request. She spoke to the intent of Robert St. John and his support for Hattiesburg and how in his work is trying to make Hattiesburg a better place. Bill Rogers spoke in favor of the request and noted that this bakery is really not a restaurant, but a retail establishment and should be viewed as such instead of a restaurant. He noted St. John

is trying to stay established in Midtown and not out west. Otis Griffin spoke in favor of the request, noting that he was not familiar with the item and attended the meeting to learn more. After hearing the arguments by the applicant, he stated he was in support of the application.

Greg Prine, also spoke in favor of the request. He stated that he couldn't too much on the drive-through design, as he enjoys spending time as a pedestrian in Hattiesburg, but noted that the closer the bakery is to the college apartments, the better.

Shawn Harris then closed the public hearing portion of the meeting. Lucy Parkman brought up the concerns of the drive-through they denied directly across the street and the precedent they have set in the past. Shawn Harris noted that each property is unique and should be considered contextually for their location and operations and that these are truly separate requests than ones they have previously seen. Bernard then made a motion to approve both variances on the basis of approval items 4 and 6. Bruce Betts seconded the motion and roll call votes were then conducted.

Motion to Approve Based on Approval Item A-1: Drive-Through Variance Buffer

4 Reasonable Use

6 Conformance with the purpose of the code

Board Members voting aye: Bruce Betts

Bernard Green

Jessica Cathey (Via GotoMeeting)

Shawn Harris, Chair

Lucy Parkman

Stacey Ready

Board Members voting nay: Shawn Harris, Chair

Record of Vote: 5-1

Motion to Approve Based on Approval Item A-2: Required Stacking Variance

5 Reasonable Use

7 Conformance with the purpose of the code

Board Members voting aye: Bruce Betts

Bernard Green

Jessica Cathey (Via GotoMeeting)

Shawn Harris, Chair

Lucy Parkman

Stacey Ready

Board Members voting nay: Shawn Harris, Chair

Record of Vote: 5-1

BUSINESS MEETING

There being no further business, Stacey Ready made a motion to adjourn the meeting. The motion was seconded by Bernard Green and all members were in favor. The meeting was adjourned at 4:40 PM

Shawn Harris, Chair

Nathan Satcher, Planner II



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Nathan Satcher, Planner

cc: Wiley Quinn, Urban Development Director

Date: Tuesday, January 17, 2023

Re: Approve or Deny a petition has been filed by Andy Stetelman, owner, and Robert St. John, applicant requesting a variance for a facility requiring ten (10) spaces and instead allow for five (5) total stacking spaces for a variance of five (5) stacking spaces for the property located at 3207 Hardy Street (Ward 1). The Board of Adjustment recommended to approve on January 4th, 2023.
File Number: 2023-20
Minute Book #

Summary

Variance request for drive-through stacking requirement at 3207 Hardy Street.

Recommendation Statement

Approve or Deny: the Board of Adjustment recommended to approve on January 4th, 2023.

Please place this on the January 17, 2023 City Council meeting for consideration.



**Planning Commission
Case Fact Sheet**

Name of Petitioner: Andy Stetelman, Owner, and Robert St. John, Applicant

Address of Property: 3207 Hardy St **Tax Parcel:** 2-028K-07-034.00 **PPIN:** 23004 **Ward:** 3

Request: **Variance – Drive through Buffer and Stacking**

Purpose of Request: A petition has been filed by Andy Stetelman, owner, and Robert St. John, applicant, as required in the Land Development Code, Ord. No. 3209, to request a variance from section 5.4.36.4, which states: “no part of the active use area of a drive-through restaurant, including the drive-through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use” and instead allow for a distance of 80 feet for a variance of 220 feet and to request a variance from 7.12.16.1 for a facility requiring ten (10) spaces and instead allow for five (5) total stacking spaces for a variance of five (5) stacking spaces for the property located at 3207 Hardy Street (Parcel No. 2-028M-07-065.00; PPIN 23004, Forrest Co., Ward 1).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 5

5.4.36 Restaurants with and Without Drive-Through Service.

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

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

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

5.4.36.4 No part of the active use area of a drive-through

Andy Stetelman, Owner, and Robert St. John, Applicant
Request for: **Drive-through buffer and stacking requirements**

restaurant, including the drive-through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use.

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

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

7.12.16 Stacking Space.

7.12.16.1 Number of Spaces Required. In addition to required parking spaces, drive-through facilities shall provide a minimum of five stacking spaces per drive-through facility, window, or bay, with the following exceptions. Note: the space directly in front of the facility, window or bay shall not count towards meeting the stacking requirements.

i. Fast food restaurants shall have an additional five stacking spaces. A minimum of five of the total stacking spaces shall be located at or prior to the ordering station.

Present Zoning:	This parcel is currently zoned B-3 Community Business District
Present Zoning:	The parcel is currently zoned B-3. A zoning change from R-3/B-2 to B-3 was approved by City Council on July 19 th , 2022.
Present Use:	Vacant building, previously occupied by Century First Federal Credit Union (formerly Southern Mississippi Federal Credit Union)
Future Land Use:	Community Business Corridor
Surrounding Zoning and Land Use:	North: R-3 Multi-Family Residential South: B-3 Community Business East: B-3 Community Business West: B-3 Community Business
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of December 22 nd , 2023. Letters of support have been provided by neighboring property owners and businesses, including the residential property within the buffer for the drive-through.
History / Background:	The petitioner met in Pre-Application to discuss the re-establishment of the non-conforming drive-through located at the subject property, formerly used as bank administrative offices. The

Andy Stetelman, Owner, and Robert St. John, Applicant
Request for: **Drive-through buffer and stacking requirements**

applicant is proposing to establish a bakery with a drive-through option for the site. Staff and administration explored options for the business to operate without the drive-through component, including establishing the window as a pedestrian walk-up counter with outdoor seating. Variances would not have been necessary with the removal of the drive-through and staff could have approved the site administratively through site plan review and approval.

Staff have discussed with the applicant how the design of the drive-through being parallel to N 33rd Ave creates a challenge for customers turning in and has the potential to create traffic conflicts, particularly for vehicles trying to use the drive-through that are coming off of Hardy Street. The property is also within proximity of The University of Southern Mississippi and the formal Midtown area, both of which are more pedestrian-oriented areas than other parts of the city.

The Board of Adjustment should also consider the implications of an additional drive-through on this commercial corridor. Drive-throughs create challenges in creating pedestrian-friendly environments. As the City of Hattiesburg grows and expands to accommodate new businesses, the Board of Adjustments should consider the impact that individual site design plays within a larger context for the overall benefit of the city and all modes of transportation.

Option: Approve or Deny. Conditions may be added for approval

Basis for Approval (12.4.1.1):

I. Hardship.

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

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

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

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

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

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

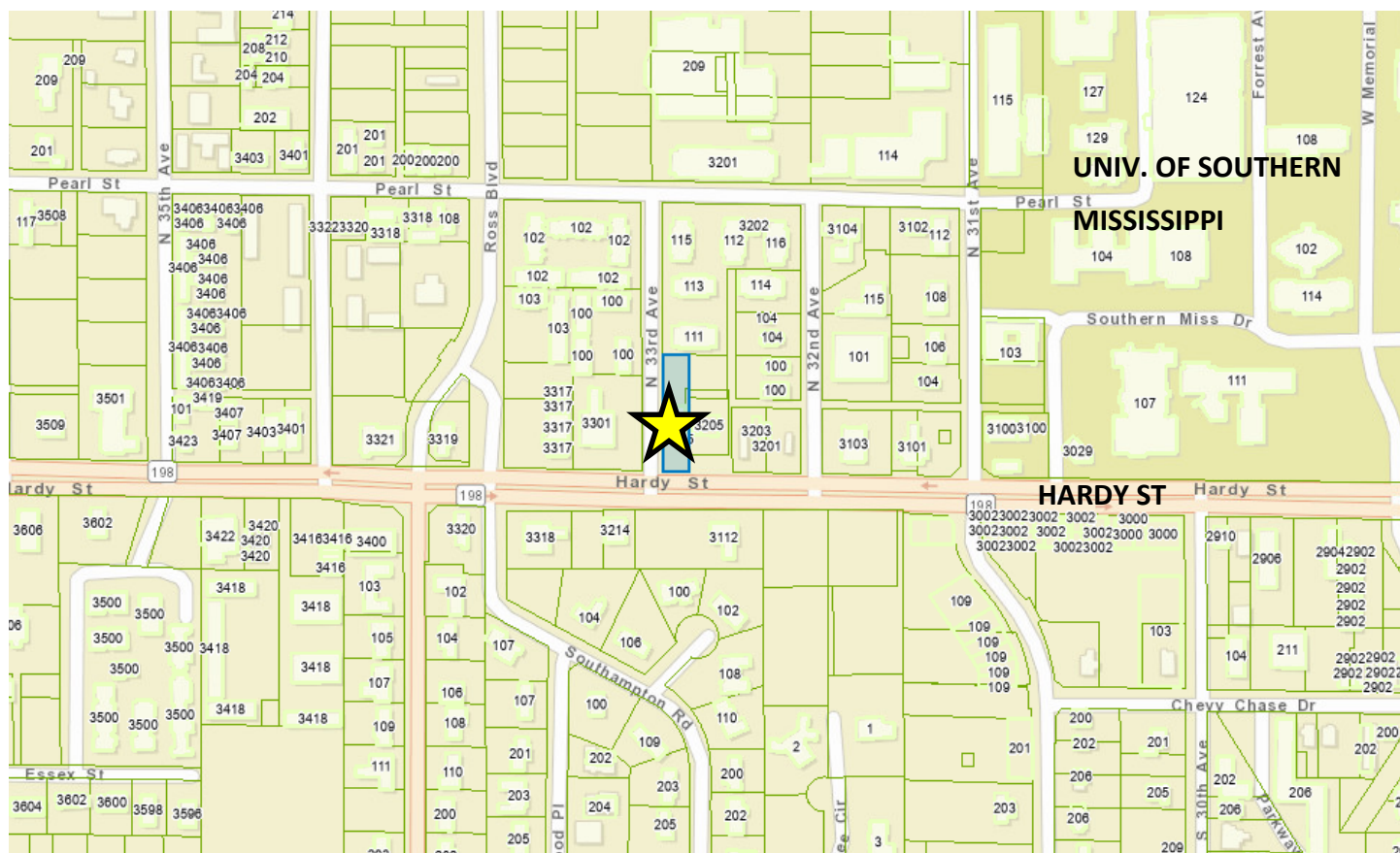
SUBJECT PARCEL:
3207 Hardy St

Andy Stetelman, Owner, and Robert St. John, Applicant

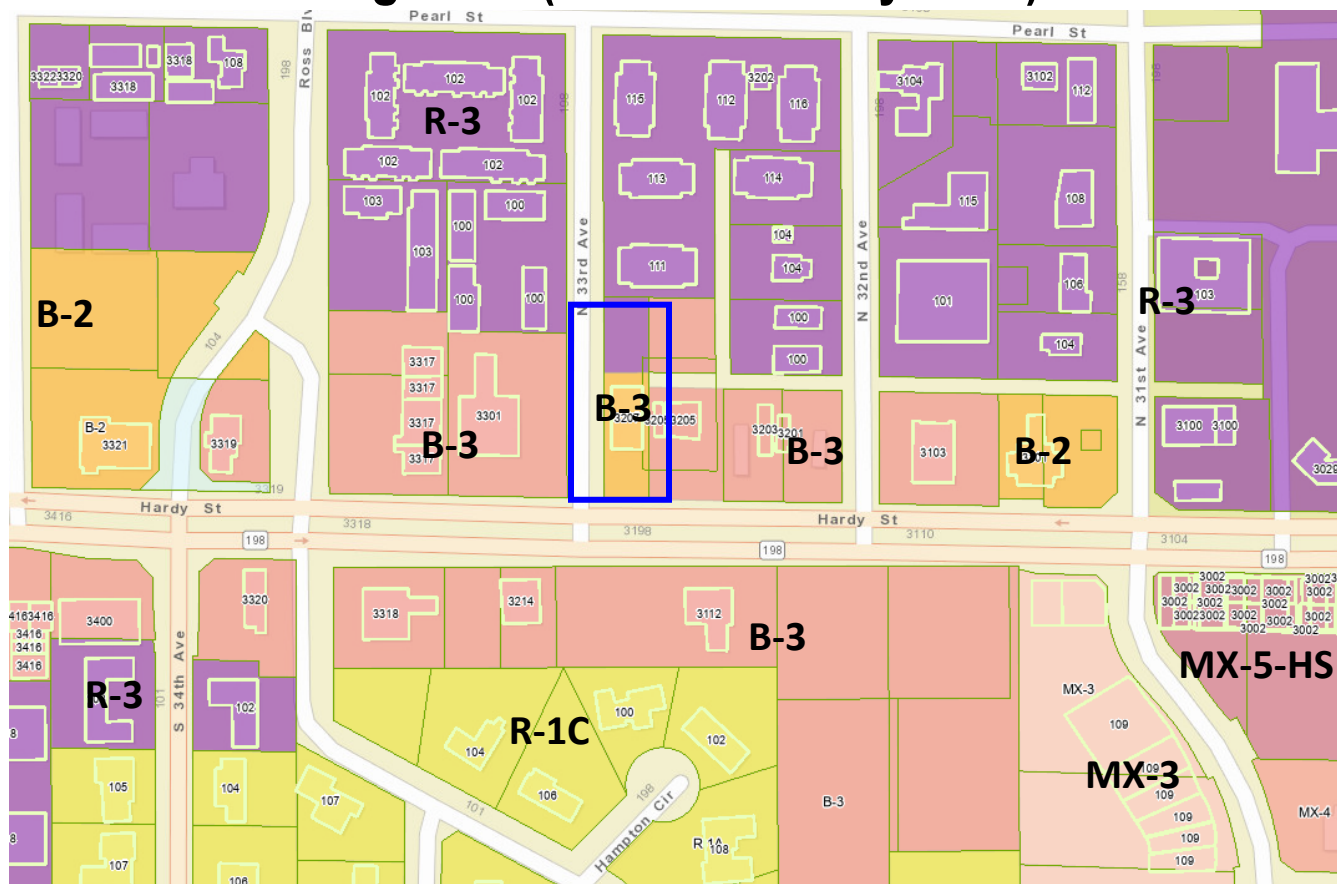
The petitioners request a variance from section 5.4.36.4, which states: “no part of the active use area of a drive-through restaurant, including the drive-through, menu, and window, may be located closer than 300 feet to a lot containing a legal, conforming residential use” and instead allow for a distance of 80 feet for a variance of 220 feet and to request a variance from 7.12.16.1 for a facility requiring ten (10) spaces and instead allow for five (5) total stacking spaces for a variance of five (5) stacking spaces for the property located at 3207 Hardy Street (Forrest Co., Ward 1).



Vicinity Map—Ward 3



Zoning—B-3 (rezoned in July 2022)



Site Aerial



SURROUNDING AREA

North: R-3 Multi Family Residential



**South: B-3 Community Business
Financial Institution**



**West: B-3 Community Business
Financial Institution**

**East: B-3 Community Business
Restaurants**



Additional Photos

Photo of drive-through (Facing South towards Hardy Street)



Additional View of Drive-Through
(Facing North)

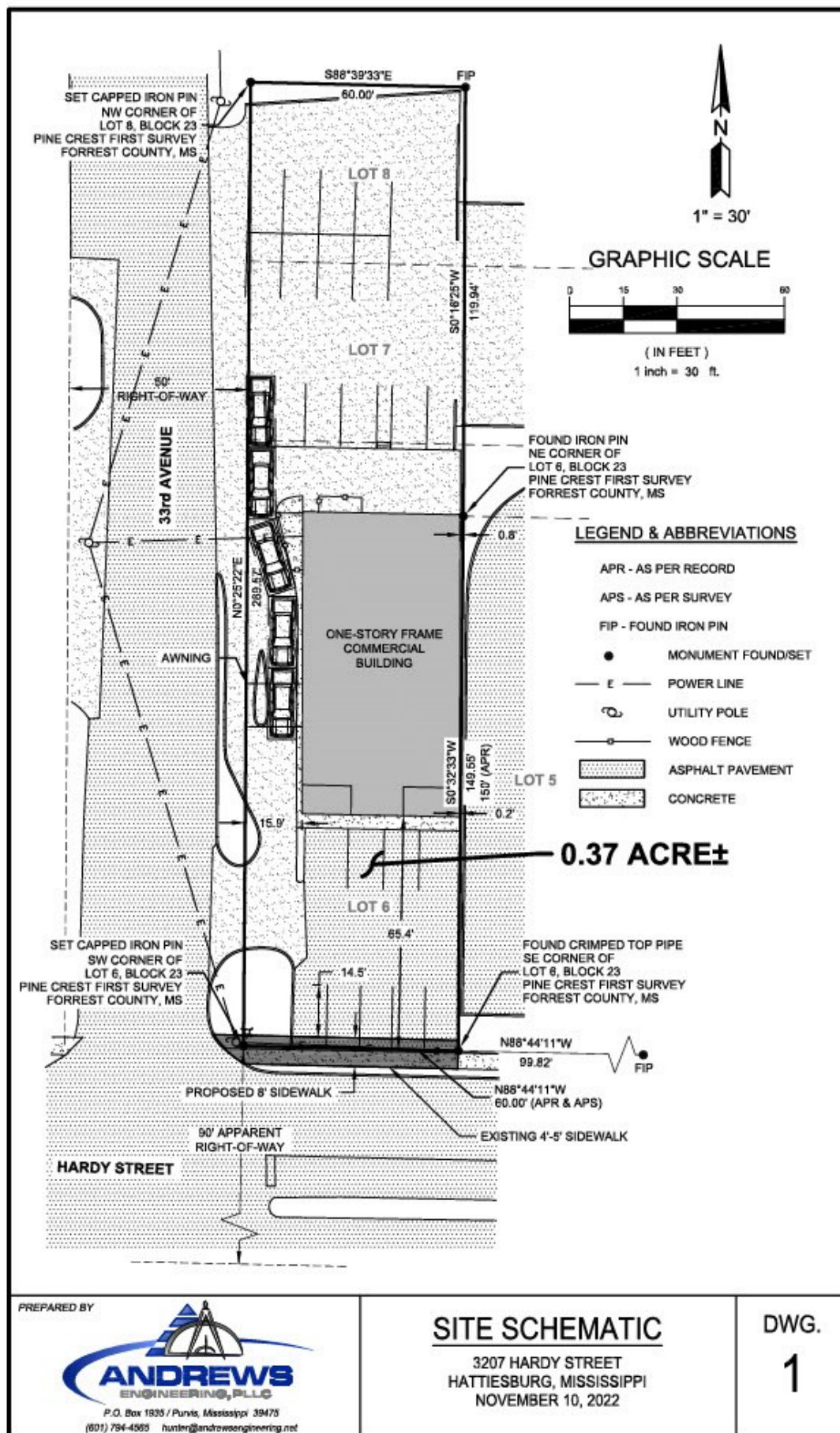


Additional View (facing East)

Alternative view with parking area in rear



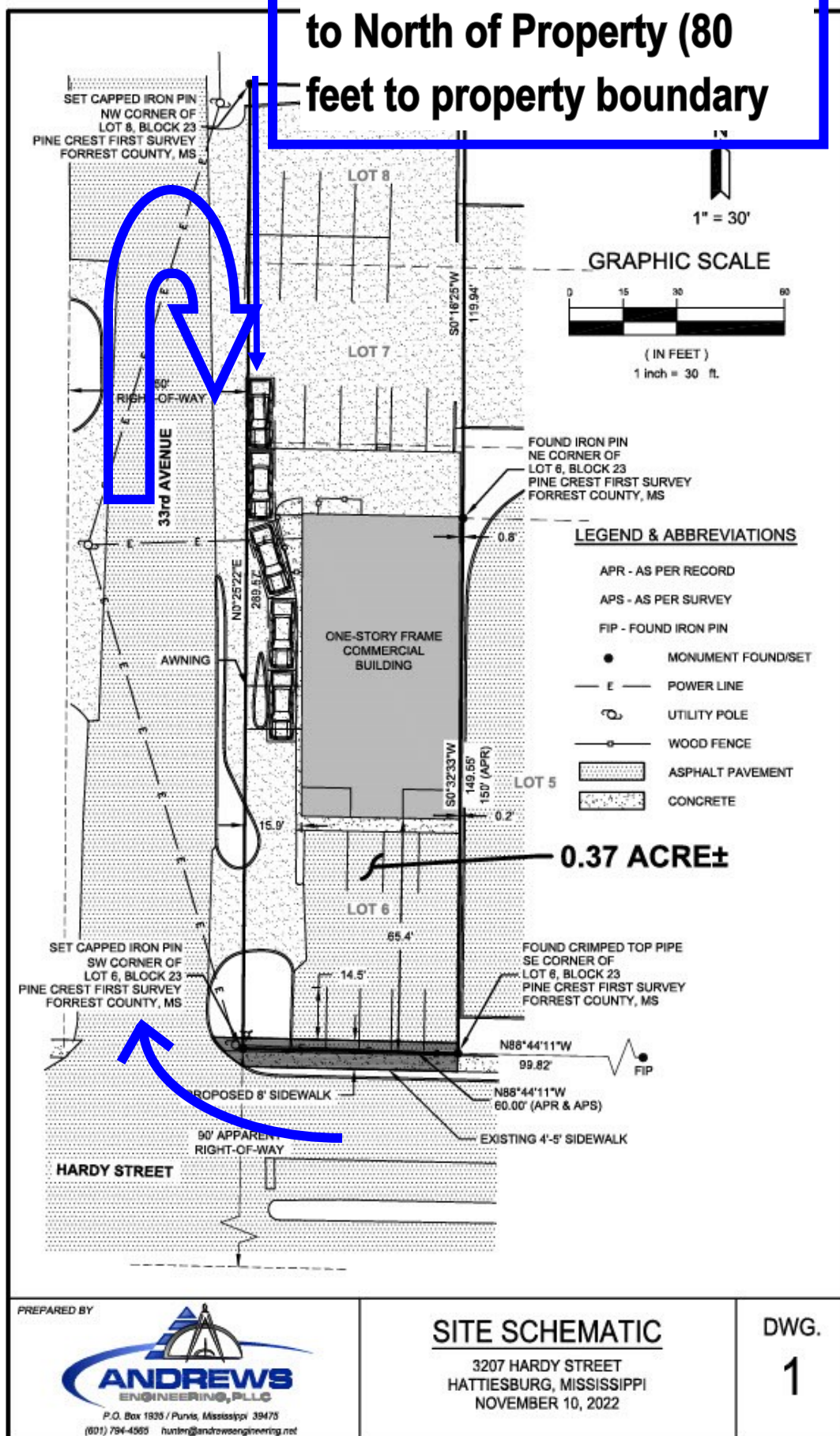
Proposed Site Plan



Proposed Site Plan

R-3 Zoned Parcel Directly to North of Property (80 feet to property boundary)

Blue Arrows show path of travel for vehicles entering from Hardy Street



Variance Information

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

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

Approval Criteria.

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

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

The current building has two drive-through lanes. We need to take that down to one lane. We leased the building because it has a drive-through window. The bakery concept won't cash flow without a drive-through window

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

There are two other drive-through windows next door in the same block

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

Variance Information

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

I operated a donut shop one block away that only relied on walk-up business. It couldn't sustain. The only way to make a bakery such as this work in Tallahassee is to have a drive-through window.

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

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

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, January 17, 2023
Re: Approve an Agreement between the City of Hattiesburg and Community Bank, Lucious E. Middleton, Jr., and MIDCO, LLC, related to roads and infrastructure located within Augusta Court Subdivision pertaining to roadway and infrastructure acceptance by the City for regular maintenance and access to the Longleaf Trace and authorize the Mayor to execute the same.
File Number: 2023-32
Minute Book #

Summary

Approve an Agreement between the City of Hattiesburg and Community Bank, Lucious E. Middleton, Jr., and MIDCO, LLC, related to roads and infrastructure located within Augusta Court Subdivision pertaining to roadway and infrastructure acceptance by the City for regular maintenance and access to the Longleaf Trace.

Recommendation Statement

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

Please place this on the January 17, 2023 City Council meeting for consideration.

AGREEMENT

WHEREAS, corrective work needs to be done on certain of the roads and infrastructure in August Court Subdivision (“the Subdivision”), located in the City of Hattiesburg, Lamar County, Mississippi, to bring them up to the standards set by the CITY OF HATTIESBURG, MISSISSIPPI (“the City”), before the City can accept the roads and infrastructure for regular maintenance; and

WHEREAS, LUCIOUS E. MIDDLETON, JR. and MIDCO, LLC, A Mississippi limited liability company (“Middleton”), are the owners of a part of the Subdivision, and they are prepared to undertake said corrective work; and

WHEREAS, COMMUNITY BANK, ELLISVILLE, MISSISSIPPI (“Community Bank”) also owns certain of the property in the Subdivision, including two (2) parcels which provide access to the Longleaf Trace from said Subdivision, said access parcels being described on the plat of the Subdivision, which is recorded in the Office of the Chancery Clerk of Lamar County, Mississippi, in Plat Book 3, Page 358, Slide 422; and

WHEREAS, once the corrective work is done on the roads and infrastructure to the satisfaction of the City standards, it will be of economic benefit to the City for there to be public access from the subdivision to the Longleaf Trace Rails to Trails recreation area.

NOW THEREFORE, IN CONSIDERATION of the premises, the parties hereto agree as follows:

1. Middleton, or his/its assigns, shall forthwith perform the necessary corrective work on the roads and other infrastructure in the Subdivision so as to bring it up to the standards set by the City for subdivision development; said corrective work shall be certified to the City as meeting the City’s standards by a licensed professional engineer before the City accepts the roads and infrastructure for regular maintenance.

2. Prior to the City accepting the roads and other infrastructure for regular maintenance, Middleton, or his/its assigns, shall provide to the City a letter of credit from an FDIC-insured bank or comparable entity in a form and in an amount sufficient to provide for the final layer of asphalt on the roads in the subdivision. The letter of credit must be reviewed and accepted as sufficient by the City Engineer or the City's Chief Administrative Officer and the City Attorney. The amount in the letter of credit will be required to escalate annually to account for inflation and/or increases in anticipated construction costs.
3. After the corrective work on the roads and other infrastructure is completed to the satisfaction of the City, and the letter of credit is accepted as sufficient as set forth above, then the City will purchase, in fee simple, the two (2) aforementioned parcels that provide access from the Subdivision to Longleaf Trace, as shown on the Subdivision plat, from Community Bank or its assigns, for the sum of \$25,000.00, said sum being the fair market value of said two (2) parcels.
4. The obligations and rights hereunder may be assigned by Community Bank and Middleton, but said obligations and rights contained herein shall be binding on any assignees of Community Bank and/or Middleton.
5. Once executed by all the parties, this Agreement shall be recorded in the Land Deed Records in the Office of the Chancery Clerk of Lamar County, Mississippi.
6. This Agreement shall be effective as of the latest date inscribed below.

COMMUNITY BANK, ELLISVILLE, MISSISSIPPI

By: _____

Its: _____

Date: _____

LUCIOUS E. MIDDLETON

Date: _____

MIDCO, LLC

By: _____

Its: _____

Date: _____

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

TOBY BARKER, MAYOR

Date: _____

ATTEST: _____

KERMAS EATON, CITY CLERK

Date: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2023, within my jurisdiction, the within named, _____, who acknowledged that he/she is _____ of COMMUNITY BANK, ELLISVILLE, MISSISSIPPI, and that for and on behalf of the said company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

(S E A L)

NOTARY PUBLIC

My commission expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2023, within my jurisdiction, the within named LUCIOUS E. MIDDLETON who acknowledged that he executed the above and foregoing instrument.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2023, within my jurisdiction, the within named, _____, who acknowledged that he/she is _____ of MIDCO, LLC, A Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

(S E A L)

NOTARY PUBLIC

My commission expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2023, within my jurisdiction, the within named **TOBY BARKER** who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2023, within my jurisdiction, the within named **KERMAS EATON**, who acknowledged that he is City Clerk of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, January 17, 2023
Re: Approve Lighting Agreement with Missississippi Power Company for additional lighting on Hemphill Street for a monthly cost of \$16.36, and authorize the Mayor to execute the same.
File Number: 2023-17
Minute Book #

Summary

Approve Lighting Agreement with Missississippi Power Company for additional lighting on Hemphill Street for a monthly cost of \$16.36, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 17, 2023 City Council meeting for consideration.

DATE: 1/4/23

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

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

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50WLED type 2</u>	<u>I - 1</u>	<u>406 Hemphill</u>
<u>wood pole</u>	<u>I - 1</u>	<u>Monthly cost \$16.36</u>
_____	_____	_____

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

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

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



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 17, 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: 2023-22
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 17, 2023 City Council meeting for consideration.



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of January, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Debra Perry of 185 Old Airport Road, 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 **185 Old Airport Road** Project by the Housing Programs Inspector, said work to be preformed on the structure(s)/property located at **185 Old Airport Road**, 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 ninety-five dollars (\$14,995.00) 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 **185 Old Airport Road** 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.

Debra Perry

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By:

Toby Barker, Mayor

By:

Date: January 17, 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, Debra Perry of 185 Old Airport Road, 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), **Debra Perry of 185 Old Airport Road**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **185 Old Airport Road**. 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 17, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 185 Old Airport Road – Debra Perry

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 **\$14,995.00**. ***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 17th day of January, 2023.

Starter Homes of Mississippi

Date

Debra Perry, Signature

Date

Other Homeowner, Signature

Date

City of Hattiesburg – Witness

Date



Department of Urban Development Community Development Division

Homeowner:

Address: 185 Old Airport Road

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

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

Contract Date:

Contractor:

Phone:

Completed and Approved By:

HP Inspector:

Reviewed and Approved By:

Housing Coordinator:

Housing Manager:

Date:

Date:

Date:

WORK WRITE-UP

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
ROOF		
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 17th day of January, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Faye Bordelon of 1719 Adeline Street, 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 **1719 Adeline Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **1719 Adeline Street**, 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 eight hundred dollars (\$11,800.00) 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. _____



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.

There will be deed restriction attached to **1719 Adeline Street** 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.**

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.

Homeowner	Date
-----------	------

Contractor

By: _____

Date: _____

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, **Faye Bordelon of 1719 Adeline Street**, 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), **Faye Bordelon of 1719 Adeline Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1719 Adeline Street**. 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 17, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 1719 Adeline Street – Faye Bordelon

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 **\$11,800.00**. ***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 17th day of January, 2023.

Faye Bordelon, 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: 1719 Adeline

Project Type: ☐ Rehab ☐ Repair ☐ Special Project ☐ Adopt a Home

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

Contract Date:

Contractor:

Phone:

Completed and Approved By:

Reviewed and Approved By:

Housing Coordinator: Date:

Housing Manager: Date:

WORK WRITE-UP

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
ROOF		
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; caulk and paint to match	
7.	Install new drip edge	
8.	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 17th day of January, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Maudell Tarvin of 116 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 **116 Scotland Circle** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **116 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 fourteen thousand five hundred seventy-five dollars (\$14,575.00) 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/CHOCCDD 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 **116 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.

Maudell Tarvin

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By: _____

Toby Barker, Mayor

By: _____

Date: January 17, 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, Maudell Tarvin of 116 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), **Maudell Tarvin of 116 Scotland Circle**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **116 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 17, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 116 Scotland Circle – Maudell Tarvin

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 **\$14,575.00.** ***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 17th day of January, 2023.

Starter Homes of Mississippi

Date

Maudell Tarvin, Signature

Date

Other Homeowner, Signature

Date

City of Hattiesburg – Witness

Date



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of January, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Hallia Hargrove of 108 Melwood 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 **108 Melwood Drive** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **108 Melwood 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 seven hundred six dollars (\$13,706.00) 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 **108 Melwood 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.

Hallia Hargrove	_____	Date	_____	Homeowner	_____	Date	_____
-----------------	-------	------	-------	-----------	-------	------	-------

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: January 17, 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, Hallia Hargrove of 108 Melwood 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), **Hallia Hargrove**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **108 Melwood 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 17, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 108 Melwood Drive – Hallia Hargrove

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 **\$13,706.00**. ***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 17th day of January, 2023.

Hallia Hargrove, Signature

Date

Other Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 17, 2023
Re: Approve a Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate. {Entitlement}
File Number: 2023-23
Minute Book #

Summary

Approve a Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate. {Entitlement}

Recommendation Statement

I recommend approval of this item.

Please place this on the January 17, 2023 City Council meeting for consideration.

**CITY OF HATTIESBURG
COMMUNITY DEVELOPMENT BLOCK GRANT
EMERGENCY ROOF INITIATIVE PROGRAM (HOUSING)
STARTER HOMES
SUBRECIPIENT AGREEMENT**

STARTER HOMES OF MISSISSIPPI

THIS contract (hereinafter the “AGREEMENT”), is made and entered into this _____ by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the “GRANTEE”), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Starter Homes of Mississippi (hereinafter called the “SUBRECIPIENT”), located in the City of Seminary (57 Carter Drive, Seminary, MS, 39479) for an amount not to exceed **\$15,000.00 per project for a minimum of fifteen (35) projects, and not to exceed a total amount of \$525,000.000 for the period covered in this agreement.** For the purposes of this agreement, project is defined as a roof repair as defined by the City of Hattiesburg’s Emergency Roof Initiative Program, and performed on a single-family, owner-occupied dwelling. This agreement shall terminate on or before **October 31, 2023**, unless amended by written instrument as provided for herein.

WHEREAS, GRANTEE wishes to engage the SUBRECIPIENT to assist the Grantee in utilizing such funds for: The City’s Emergency Roof Initiative Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient’s use of these funds shall be limited to the procurement of materials and services needed in performing eligible roof repairs for eligible applicants. Activities in such program must be eligible under the Community Development Block Grant Program.

B. General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient’s expenses relative to the project as a result of assistance provided through the CDBG Program.

C. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG Program’s National Objectives:

1. Project benefits low-moderate income persons;
2. Project will aid in the prevention or elimination of slums and/or blight; or
3. Project meets community development needs having a particular urgency – as defined in S4 CFR Part 570.208.

D. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below:

TASKPROGRAM GOAL	DATE
Roof repairs to single-family, owner-occupied homes within the City limits	January 23 – October 31, 2023
Completion of 1 st Roof Repair	
Completion of 2 nd Roof Repair	
Completion of 3 rd Roof Repair	
Completion of 4 th Roof Repair	
Completion of 5 th Roof Repair	
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Completion of 32 nd Roof Repair	
Completion of 33 rd Roof Repair	
Completion of 34 th Roof Repair	
Completion of 35 th Roof Repair	

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within ten (10) calendar days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. Time of Performance

Services of the Subrecipient shall start on the **23rd day of January, 2023**, and end on the **31st day, October, 2023**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. Budget

It is understood that project costs by line item may vary depending on the scope of each project undertaken. As such, the “Per Project” maximum budget of \$15,000 is firm, and variances up to 10% of the total project cost require written approval from the Director of Urban Development. Cumulative variances of more than 10% over the life of this Agreement will require a formal Agreement Amendment.

Indirect costs shall not be applied in performance or administration of this agreement. The Grantee may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. Payment

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$525,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient’s financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. Notices

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Urban Development Director CDBG 601-545-4590 601-554-1006	Starter Homes of Mississippi Beth Norris, Executive Director 57 Carter Drive Seminary, MS 39479

VI. Special Conditions

Lead and/or Asbestos Testing and/or Abatement

For eligible units assisted under this agreement, where it is necessary to test or abate lead or asbestos in the course of work, reasonable and necessary expenses for such testing and/or abatement will not be charged against the \$15,000 cap per unit or the \$525,000 cap for the gross amount of the Agreement. Such lead and/or asbestos testing and/or abatement expenses should be documented separately from routine unit expenses, and will be reimbursed independently. Requests for such funds and their subsequent reimbursement will follow the same procedure as routine requests for funds.

Prior to ordering lead or asbestos testing or abatement, the Subrecipient should consult the City of Hattiesburg Housing program Inspector. Under advisement from the Housing Program Inspector, the Subrecipient may proceed in ordering lead and/or asbestos testing and/or abatement in accordance with subcontracting and procurement requirements contained herein. The Subrecipient may only use City-approved contractors for such testing and/or abatement.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as D. Implementation Schedule, the Grantee can terminate this Agreement without giving a 30-day notices. See General Conditions, Section H. Suspension or Termination.

VII. General Conditions

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg.

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall comply with insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of the Agreement with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG funds from the City of Hattiesburg. Meetings will be chaired by the Community Development Administrator or his designee. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85,"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Grantee shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures, regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, and improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Non-discrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women- owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish- heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of \$2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification – Paragraph D

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.2000).

XI. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq...
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50 as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead- Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list

XII. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and AWARDDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

Starter Homes of Mississippi

By:_____
Toby Barker, Mayor

By:_____
Beth Norris

Date:_____

Date:_____

Attest:_____
Kermas Eaton, City Clerk

Attest:_____

Date:_____

Date:_____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, January 17, 2023

Re: Acknowledge receipt of the proposal received December 22, 2022 in response to the RFP for consultant services to create the 2023-2027 Consolidated Plan and 2023 Annual Action plan and accept the proposal submitted by Grace Aaron Development Consultant and authorize the Mayor to execute the contract.
File Number: 2023-18
Minute Book #

Summary

Acknowledge receipt of the proposal received December 22, 2022 in response to the RFP for consultant services to create the 2023-2027 Consolidated Plan and 2023 Annual Action plan and accept the proposal submitted by Grace Aaron Development Consultant and authorize the Mayor to execute the contract.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 17, 2023 City Council meeting for consideration.



**Proposal for
Professional Consultant Services
to Develop the City of Hattiesburg's
2023-2027 Consolidated Plan and 2023 Annual Action Plan
for the
Community Development Block Grant Entitlement Program**

Submitted By

Grace Aaron Development Consultant

135 Fayard Street

Biloxi, MS 39530

(228) 861-2994

graceinbiloxi@gmail.com

December 12, 2022

Grace Aaron Development Consultant
135 Fayard Street
Biloxi, MS 39530
(228) 861-2994
graceinbiloxi@gmail.com

December 12, 2022

Selection Review Committee
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

RE: Professional Consultant Services Proposal
City of Hattiesburg 2023-2027 Consolidated Plan and 2023 Annual Action Plan

Dear Selection Review Committee Members:

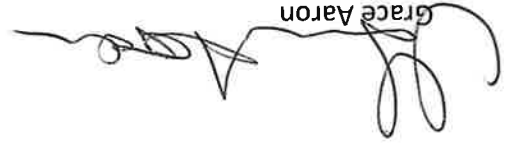
I appreciate the opportunity to submit this proposal to the City of Hattiesburg for professional consultant services to assist in developing the 2023-2027 Consolidated Plan and 2023 Annual Action Plan as required by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Entitlement Program.

As detailed in the enclosed proposal, I have the combined experience and qualifications to develop Hattiesburg's CDBG planning documents using the HUD eCon Planning Suite, Integrated Disbursement and Information System (IDIS). I have considerable direct experience developing Consolidated Plans and Annual Action Plans for the Cities of Biloxi, Moss Point and Pascagoula. As these municipalities have different CDBG program years than the City of Hattiesburg, there will be no scheduling conflict.

I am available to meet with you to answer any questions you may have regarding my experience, qualifications or capacity to perform the requested professional services.

Thank you for the opportunity to submit this proposal.

Sincerely,



Grace Aaron
Development Consultant

Enclosure

**Proposal for Professional Consultant Services
to Assist the City of Hattiesburg in Developing its 2023-2027
Consolidated Plan and 2023 Annual Action Plan for the
CDBG Entitlement Program**

1. Cover Letter and Introduction

As stated in the preceding cover letter, I am responding to the City of Hattiesburg's Request for Proposals (RFP) for professional consultant services to assist in developing the City's Five-Year Consolidated Plan and 2023 Annual Action Plan for its Community Development Block Grant (CDBG) Entitlement Program.

As detailed in this proposal, I have considerable experience assisting CDBG Entitlement cities develop their planning and reporting documents in compliance with U.S. Department of Housing and Urban Development (HUD) regulations, policies, procedures and deadlines. I also have extensive experience working with the Econ Planning Suite, Integrated Disbursement and Information System (IDIS) software.

Experience has taught me the importance of working with City staff to establish and adhere to a well-defined timeline, or development schedule, which identifies a date for each required step to be taken toward development of the project deliverable. While allowing some flexibility to accommodate the unanticipated, such as rescheduling meetings due to severe weather or additional follow up time to secure requested information that has not been provided, a good development schedule helps ensure the project deliverable meets regulatory requirements and adheres to the City's Citizen Participation Plan. A development schedule also allows adequate draft document review and revision time prior to identifying appropriate goals to guide investment of CDBG resources to meet community needs during the five-year period.

If selected to assist with developing Hattiesburg's 2023-2027 Consolidated Plan and 2023 Annual Action Plan, I will collaborate with City staff on a regular basis throughout the development process and will prepare the plans in compliance with HUD regulations and policies. This will include accessing and analyzing the required data and encouraging a broad range of residents and other stakeholders to provide meaningful input into the planning documents. I will deliver these documents on time and within budget. I am available to begin work for the City of Hattiesburg immediately.

2. Description of Firm

Grace Aaron Development Consultant

I meet the State of Mississippi's requirements to qualify as a Woman-Owned Business Enterprise (WBE) but I prefer not to provide my social security number as required to register as such.

Grace Aaron, Sole Proprietor – UEI/SS# will be provided if a contract is offered
Office address: 135 Fayard Street
Biloxi, MS 39530
Telephone: 228-861-2994
Email: graceinbiloxi@gmail.com

There are no ongoing, pending or (known) potential legal actions against this business.

3. Consultant Qualifications

Background and Direct Experience Developing HUD Planning Documents:

For the past 23 years, I have been self-employed as a consultant for cities, counties and nonprofit organizations developing grant applications and administering grants programs funded by a wide variety of sources. Since 2015, however, I primarily have focused on assisting CDBG Entitlement cities with developing Five-Year Consolidated Plans, Annual Action Plans, 5-Year Analysis of Impediments to Fair Housing Choice, Citizen Participation Plans and CDBG Standard Operating Procedure Manuals. I have considerable experience developing CDBG Consolidated Plans, Annual Action Plans; CAPERS; substantial amendments to HUD-required planning documents; and environmental reviews in compliance with federal regulations and policies and using the required software (IDIS or HEROS), as applicable.

I am very familiar with the federal regulations, policies and procedures of the CDBG Entitlement Program and have considerable experience researching and analyzing HUD-required data for inclusion in Consolidated Plans and Annual Action Plans in the format prescribed by the IDIS software. I also familiar with the resources available through the HUD Exchange as well as with the U.S. Census, which has adapted data to supplement that which is prepopulated in CDBG Consolidated Plans and Annual Action Plans.

My combined CDBG Entitlement Program experience and academic qualifications give me a unique understanding of the technical and organizational skills necessary to prepare a Five-Year

Consolidated Plan and an Annual Action Plan that are fully compliant with federal regulations, policies and their intent, as interpreted by HUD.

My academic qualifications, which include holding a Master of Public Policy and Administration Degree from Mississippi State University and a Bachelor of Arts Degree as a magna cum laude graduate of Mississippi University for Women, enhance my direct experience administering CDBG Entitlement Programs and preparing HUD-required plans and documents.

Other qualifications I have developed as a grants consultant during the past 23 years include the ability to meet deadlines; solicit public input; organize and conduct community meetings; public hearings and surveys; compile and analyze information from numerous sources; present said information in various formats; prepare documents for public review and City Council adoption; assist elected officials and staff in developing grant-eligible projects; and serve as a liaison between local units of government and federal, state and private funding agencies.

My qualifications also include the ability to maintain good working relationships with a broad range of federal, state, regional and local public service agencies, enhancing my success accessing data and developing information required to be incorporated into Consolidated Plans and Annual Action Plans.

I understand that the City of Hattiesburg's deadline for submitting its 2023-2027 Consolidated Plan and 2023 Annual Action Plan to HUD via IDIS is firm and that specific documentation must be submitted with the HUD planning documents. I will insert the required information into IDIS by the May 19, 2023 deadline identified in the RFP. Further, I will assist the City in modifying either or both of the two CDBG planning documents as may be required by HUD following initial submission.

My direct experience in providing consulting services for development of HUD plans is as follows:

City of Biloxi

I assisted with developing and submitting:

- CDBG Annual Action Plans for 2013 through 2022 (HUD approved the 2022 AAP on October 27, 2022, pending execution of a Grant Agreement);
- CDBG Five-Year Consolidated Plans for 2015-2019 and 2020-2024;
- CDBG Consolidated Annual Performance and Evaluation Reports for 2013 through 2021 (currently, I am assisted with developing the 2021 CAPER);
- Prepared the HUD-required 2014 Analysis of Impediments to Fair Housing Choice and assisted in preparing the 2019 Analysis of Impediments to Fair Housing Choice;

The requested organizational chart is not included with this proposal as I will perform and be responsible for 100% of the work required to assist the City in developing its 2023-2027

List of Principals and Other Consulting Team Members

I also have experience working with the HUD Environmental Review Online System (HEROS) software, which must be used to meet federal environmental review requirements for all CDBG-funded projects and activities. This may be pertinent to work under the proposed contract with the City of Hattiesburg in terms of helping to identify potential environmental conflicts/challenges that may be associated with projects being considered for CDBG funding. On an on-going basis, I participate in HUD webinars, especially those pertaining to regulatory requirements and changes to IDIS. After the 2015 effective date for using HUD's eCon Planning Suite, I became solely responsible for entering all text and data into IDIS for the Consolidated Plans, Annual Action Plans, CAPERS, and substantial amendments to the plans identified above. I also was responsible for submitting the documents via IDIS and modifying them, if required by HUD.

Information System (IDIS)

Direct Experience with HUD's eCon Planning Suite and Integrated Disbursement and

- CDBG 2020-2024 Consolidated Plan.
- CDBG Annual Actions Plans 2016 through 2022; and

I assisted with developing and submitting:

City of Pascagoula

- CDBG 2022-2024 Consolidated Plan.
- CDBG Annual Action Plans 2020 through 2022; and
- CDBG Annual Action Plan 2019, CARES Act substantial amendment;

I assisted with developing and submitting:

City of Moss Point

- substantial amendments to the 2015-2019 Consolidated Plan and 2019 Annual Action Plan to budget CARES Act funds and identify eligible CDBG-CV projects and activities.
- authorizing COVID-19 waivers; and
- expanding public outreach and consultation for HUD planning documents; and regulations:
- substantial amendments to the Biloxi Citizen Participation Plan to comply with

Consolidated Plan and 2023 Annual Action Plan, if selected. Based on the work I have successfully accomplished during the last 23 years as a self-employed consultant, I do not anticipate a need to subcontract any of the requested services to satisfactorily complete the scope of work. I have extensive experience successfully managing my time, which allows me to guarantee timely delivery of quality work products that meet my contractual commitments for each client.

While I currently have contracts with three CDBG Entitlement Program cities, their program years begin October 1 and end September 30 as opposed to the City of Hattiesburg's program year that begins January 1 and ends December 31. This difference will prevent a scheduling issue in terms of providing City of Hattiesburg deliverables on time as identified in the RFP. There are no known conflicts of interest that may arise from my entering into a contract with the City of Hattiesburg for the proposed work. My resume is included in this proposal and a list of references follows.

For specific information regarding the CDBG Entitlement Program work I have performed for the Cities of Biloxi, Pascagoula and Moss Point, I have provided contact information for the City official most familiar with my work as well as for the staff person with whom I worked. I included Helen Werby as a non-City reference as I assisted with developing the Joint City of Biloxi and Biloxi Housing Authority 2019 Analysis of Impediments to Fair Housing Choice (AI).

References

Michael Leonard, Biloxi CAO
P.O. Box 429
Biloxi, MS 39533
Telephone: (228) 435-6254

Email: mleonard@biloxi.ms.us

For specific information regarding HUD work:

Susan Pickich, Biloxi Manager
Federal Programs Division
P.O. Box 429
Biloxi, MS 39533
Telephone: (228) 435-6269

Email: spickich@biloxi.ms.us

Michael Silverman, Pascagoula City Manager
P.O. Drawer 908
Pascagoula, MS 39568
Telephone: (228) 938-2351

Email: msilverman@cityofpascagoula.com

For specific information regarding HUD work:

Aleta Raley, Pascagoula Grants Administrator
P.O. Drawer 908
Pascagoula, MS 39568
Telephone: (228) 938-2351
Email: araley@cityofpascagoula.com

Billy E. Knight, Mayor
City of Moss Point
4320 McInnis Avenue
Moss Point, MS 39563
Telephone: (228) 475-0300
Email: billy.knight@cityofmosspoint.org

For specific information regarding HUD work:

Jacquelyn Davis, Moss Point Manager
Special Grants and Projects
4320 McInnis Avenue
Moss Point, MS 39563
Telephone: (228) 474-2345
Email: jacquelyn.davis@cityofmosspoint.org

For information regarding 2019 AI work:

Helen Werby, Executive Director
Biloxi Housing Authority
330 Benach! Avenue
Biloxi, MS 39530
Telephone: (228) 861-9355
Email: hwerby@biloxihousing.org

4. Project Approach

I understand that project deliverables under this RFP are a critical component of the City's CDBG Entitlement Program. The Consolidated Plan (ConPlan) serves as the CDBG and HOME Programs' five-year plan, identifying goals that will help address priority community needs through investment of CDBG and HOME resources. I also understand development of a meaningful planning document that accurately identifies and prioritizes community needs requires a well-structured, inclusive citizen participation process and analysis of demographic and existing conditions data.

The 2023 Annual Action Plan (AAP) serves as the annual application for HUD Entitlement funding and identifies how CDBG and HOME resources available in that program year will be budgeted to address ConPlan goals through specific projects and activities.

Experience developing ConPlans and AAPs for three other HUD Entitlement cities, as identified in the Qualifications section, has taught me the importance of working with City staff to establish and follow a well-defined development schedule, identifying a date for each step to be taken toward completion of the project deliverable. While the schedule should allow some flexibility to accommodate the unanticipated, such as needing to reschedule meetings due to severe weather or allowing additional follow up time when required information has been requested but is not provided, the development schedule helps ensure project deliverables are completed by the deadline; comply with regulatory requirements; adhere to Citizen Participation Plan policies and procedures; and allow adequate draft document review time for specified City representatives.

Concurrent with creating the Consolidated Plan in IDIS, initiating review of existing City plans, ordinances and documents and researching other appropriate sources of data required for the Needs Assessment, Housing Market Analysis and Strategic Plan components, I will clarify the City's preferred approach for 2023 outreach and finalize the development schedule. The components of the ConPlan are interrelated in the same way that development of the 2023 Annual Action Plan is an interrelated component of the Consolidated Plan. I am not able to provide a separate budget by project component or project deliverable as requested in the RFP. Based on initial review of HUD-required documents posted on the City's website, past efforts of City staff to encourage public participation have been successful, with good attendance and input. My preference for defining the public outreach component of this contract is to mirror the approach that has worked well in Hattiesburg, based on discussion with appropriate City staff. I will review the list of local nonprofits, agencies and neighborhood organizations provided by the City and will expand it, if necessary, to encourage the participation of a broad range of residents and potential stakeholders into development of the two HUD documents.

Guided by staff, I will reach out via email or mailed letter to schedule at least one interagency meeting with service providers and a series of small group meetings (stakeholder interviews and focus groups), with participants identified by HUD-required topic, early in the development process. Based on staff input, I may develop a community needs survey for distribution to those on the City's CDBG list or others, to be determined. Shortly after finalizing the development schedule, I would like to mail an invitation flier to neighborhood associations, faith-based organizations, and others identified by the City, which identifies the dates of the two required public hearings and designated 30-day written comment period. I also will contact other local units of government, regional agencies, nonprofit organizations and others identified by HUD by email and mailed letters, based on availability of contact information.

In my experience, the format of public meetings conducted as a component of HUD document development has a direct impact on if and what input is provided by those in attendance. When possible, I take a less formal approach than simply presenting required information and then asking for questions or comments. I prefer to begin meetings by inviting attendees to introduce themselves and then I encourage a discussion of the agenda topics. This generally generates meaningful input that more comprehensively identifies unmet needs in the community by defining who is impacted and the history of previous efforts to address those needs.

5. Fees

Professional Consultant Services Costs

To assist the City of Hattiesburg in developing and submitting its Five-Year Consolidated Plan and 2023 Annual Action Plan as described in the RFP, I propose to provide the requested professional consultant services for a total amount not to exceed \$26,600.00, based on an estimated 280 hours to complete the work at my hourly rate of \$95.00. To comply with federal requirements, the \$26,600.00 may be considered a lump sum amount but the City will be billed only for the hours required to provide the identified deliverables.

The hourly \$95.00 rate includes indirect costs to provide the requested consultant services. It does not include travel costs, which are capped at \$2,440.00, or copying costs. At the City's request, copies will be made of material developed as part of this contract and costs will be invoiced at the per page rates identified below. Postage and envelopes will be billed to the City of Hattiesburg at cost, based on receipts provided.

Total Travel Costs \$2,440.00

Travel costs are based on an estimated contract period of 19 weeks, with a contract start date of January 9, 2023 and ending date of May 19, 2023.

• Mileage estimated cost: **\$1,960.00**

Travel cost reimbursement will be billed at the 2021 state rate of \$0.56 per mile based on the actual number of 140-mile roundtrips from Biloxi to Hattiesburg required.

The mileage estimate is based on 19 weekly meetings with staff, as identified in the RFP, plus six additional roundtrips to allow for two required hearings, outreach meetings and any

additional staff meetings as may be requested. The City will not be billed for additional trips beyond the 25 estimated.

- Five nights of lodging: \$ 480.00

Hotel reimbursement will be billed at the 2021 Mississippi State rate of \$96.00 for lodging when public hearings and/or meetings are scheduled after 5:00 p.m. or extend beyond 5 p.m. The City will be billed for the actual number of nights overnight lodging is required, not to exceed five nights.

Supplies

Copying costs for black and white, single-sided copies on 24 lb. standard white paper will be invoiced at the rate of \$0.12 per page for unbound draft documents, agenda packets, outreach letters and fliers, and other material copied at the City's request or direction.

Color copying costs will be invoiced at the rate of \$0.55 per single-sided copy on 24 lb. standard white paper.

The City will be provided digital copies of each public hearing agenda packet, the public review draft and the final, adoption version of the combined Five-Year Consolidated Plan and 2023 Annual Action Plan. Copies will be made and provided based on the above rates.

Requests for bound copies of any material under this contract will be invoiced at actual cost for copying and binding, based on receipts.

Postage and envelopes will be billed to the City at cost, based on receipts provided.

Grace Aaron
135 Fayard Street
Biloxi, MS 39530
228-861-2994
graceinbiloxi@gmail.com

Education

Bachelor of Arts, Mississippi University for Women, 1983
Magna Cum Laude, double major in English and Journalism with
minor in political science
Master of Public Policy and Administration, Mississippi State University, 1984
Public Service Fellowship
Ph.D. in Urban Studies coursework completed, University of New Orleans, 1993

Experience

Grace Aaron Development Consultant
Self-Employed since 1999

Work primarily focuses on developing successful federal, state and private agency grant applications and administering grant programs funded by HUD and other agencies listed below.

Other professional services include preparing planning documents, reports and analyses to guide and promote community development and to support municipal compliance with federal, state and local regulations and policies. Current clients include the cities of Biloxi, Moss Point and Pascagoula.

Institute for Museum and Library Services, Museums for America Program
Mississippi-Alabama Sea Grant Consortium Sustainable Communities Program
Mississippi Arts Commission
Mississippi Department of Archives and History, Community Heritage Preservation, Mississippi Landmark and Certified Local Government Programs
Mississippi Department of Environmental Quality, Section 319 and Solid Waste Management Programs
Mississippi Department of Marine Resources, Mississippi Tidelands Trust Fund and GOMESA Programs
Mississippi Department of Transportation, Transportation Enhancement Program
Mississippi Department of Wildlife, Fisheries and Parks, Recreational Trails Program
Mississippi Development Authority Economic Development Highway Program and Gulf Coast Restoration Fund

Mississippi Forestry Commission, Urban and Community Forestry Assistance Program
 Mississippi Humanities Council
 Mississippi Tennis Association, Community Facilities Program
 National Endowment for the Arts
 National Endowment for the Humanities, Preserve America Program
 National Fish and Wildlife Foundation, 5 Star Restoration Challenge Grant Program
 National Oceanic and Atmospheric Administration, Coastal Storms Program
 U.S. Department of Commerce, Economic Development Administration Grant Programs
 U.S. Department of Housing and Urban Development, CDBG Entitlement Program and
 Small Cities CDBG Program
 U.S. Department of the Interior, Coastal Impact Assistance Program (CIAP) and National
 Park Services' Save America's Treasures Program
 U.S. Department of Justice, Community-Oriented Policing Program
 U.S. Environmental Protection Agency, Brownfields Assessment and Clean Up Grants
 and Five Star Restoration Grant Programs

Positions Held Prior to 1999:

Executive Director Southern Cultural Heritage Foundation, Vicksburg, MS (1994-1996)
 Executive Director MLWV Foundation, Columbus, MS (1993-1994)
 Deputy Director Southern Mississippi Planning & Development District, Gulfport, MS
 (1991-1993)
 Community Development Department Director, City of Biloxi, MS (1989-1991)
 Economic Development Manager, City of Biloxi, MS (1987-1989)
 Clerk of City Council, City of Biloxi, MS (1985-1987)
 Special Projects Analyst, Governor's Office of Federal-State Programs, Jackson, MS
 (1984-1985)

Community Activities

Biloxi Bay Area Chamber, member & former vice president of culture/heritage committee
 Mississippi Gulf Coast Master Naturalist
 Pascagoula River Audubon Center, member
 Rue-Vieux, LLC; supporting preservation-based redevelopment of downtown Biloxi
 Main Street Biloxi, original board member
 Biloxi Christmas on the Water Boat Parade, judges committee (1988-2014)
 Mississippi Gulf Coast National Heritage Area, former Harrison County Commissioner
 Gallery 782 Co-Art, former board president and member
 Outstanding Preservation Volunteer, City of Biloxi, 2012
 Arts & History Volunteer of the Year, City of Biloxi, 2010
 Mississippi Main Street Association Board President, 1995
 Leadership Gulf Coast, Class of 1991-92

References

Available upon request



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, January 17, 2023

Re: Acknowledge receipt of proposals received on December 29, 2022 for the two (2) Year Depositories and accept all proposals received.
File Number: 2023-28
Minute Book #

Summary

Recommendation Statement

Please place this on the January 17, 2023 City Council meeting for consideration.



December 29, 2022

City of Hattiesburg
Attn: Kermas Eaton - City Clerk
P.O. Box 1898
Hattiesburg, MS 39404

Mr. Eaton:

Cadence appreciates the opportunity to offer the enclosed bid for the City of Hattiesburg depository relationship. We appreciate our current business relationship we currently maintain with the City and City Council and look forward to continuing that partnership. Cadence is knowledgeable and experienced in the management of public fund relationships, and will continue to provide the City of Hattiesburg all the necessary services and customer service you are accustomed to. Enclosed you will find the rate options we propose to pay on the city depository accounts, current bond funds held, and service charges for a 2-year bid term.

Cadence has grown to become a \$48.0 billion bank holding company, operating over 400 locations in nine states. Chartered in 1876, Cadence is one of the most stable state bank holding companies in the country. Cadence is a State-Chartered financial institution and an eligible public depository under current Mississippi State Law. As such, Cadence meets the requirements provided in Section 27-105-353 and 27-105-363 of the Mississippi Code of 1972, Annotated and is an approved financial institution under the "State of Mississippi Guaranty Pool Program" under Section 27-105-6 Mississippi Code.

In summary we propose the following rate options to pay on City's depository funds:

- 2-Year Bid Term
 - a. Fixed Rate of **3.30%**
 - b. Variable Rate of Fed Funds Target minus 0.95%
 - i. Rate Floor of 0.05% and ceiling of 3.50%.
 - ii. The current rate would be at the ceiling of **3.50%**
 - c. Treasury Management service will be waived other than the existing service charges related to the Remote Capture service provided to the Water Billing Department, no more than \$500.00/month.

- In order to receive the rates quoted above, the total balance of all City of Hattiesburg accounts must maintain a minimum balance of \$8 Million and a maximum balance \$50 Million in the checking accounts to receive the above rates. If these balances are not maintained, Cadence reserves the right to adjust the rate to the current market rate or a default rate setup within the bank.

In addition to the services requested in the bid Cadence is able to offer competitive rates on future CD's, loans and leases that the city bids out. Please contact Adam Roberts or John Griffith for rates on these types of needs.

Thank you for your consideration.

Please contact any of the following individuals if you have any questions regarding our depository bid:

J. Adam Roberts
Senior Vice President
Hattiesburg
601-545-5130

adam.roberts@cadencebank.com

John Griffith
Division President
Hattiesburg
601-545-5221

john.griffith@cadencebank.com

Brandon S. Webb
Vice President
Treasury Management
228-238-1387

brandon.webb@cadencebank.com

Sincerely,

J. Adam Roberts
Senior Vice President
Relationship Manager

Cadence Rate Options

The City of Hattiesburg will have the rate plan below for the years 2023-2024:

- a. Fixed Rate of **3.30%**
- b. Variable Rate of Fed Funds Target minus **0.95%**.
 - i. Rate Floor of **0.05%** and ceiling of **3.50%**.
 - ii. The current rate would be at the ceiling of **3.50%**
- c. Treasury Management service will be waived other than the existing service charges related to the Remote Capture service provided to the Water Billing Department, no more than \$500.00/month.

** In order to receive the rates quoted above, the total balance of all City of Hattiesburg accounts must maintain a minimum balance of \$8 Million and a maximum balance \$50 Million in the checking accounts to receive the above quoted fixed rate. If these balances are not maintained, Cadence reserves the right to adjust the rate to the current market rate or a default rate setup within the bank.*

Both of these rate options will allow the funds to be collateralized properly according to Section 27-105-6 Mississippi Code

Cadence – City of Hattiesburg Branch Listing

Branch	Mailing Address	Physical Address	Phone	Fax	Lobby Hours	Drive-Thru Hours
Hattiesburg Downtown		100 Hardy Street Hattiesburg MS 39401	(601) 544-4211	(601) 545-5159	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM
Hattiesburg Broadway		713 Broadway Drive Hattiesburg MS 39401	(601) 545-6800	(601) 545-6808	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM
Hattiesburg 98 Place		6471 Us Highway 98 Hattiesburg MS 39402	(601) 554-3355 (601) 554-3360	(601) 554-3359 (601) 554-3364 Mortgage	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM
Hattiesburg University		3101 Hardy Street Hattiesburg MS 39401	(601) 545-6820	(601) 545-6835	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM
Hattiesburg Westwood		4650 Hardy Street Hattiesburg MS 39402	(601) 545-6830	(601) 545-6838	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM	M-Th 8:30 AM-4:00 PM F 8:30 AM-5:00 PM S 9:00 AM-12:00 PM



December 29, 2022

Kermas Eaton
City Clerk
City of Hattiesburg, Mississippi
P. O. Box 1898
Hattiesburg, MS 39403

Dear Mr. Eaton:

Please find enclosed First Bank's Depository Bid for your checking (Super NOW) and Money Money Market Demand accounts for January 1, 2023 through December 31, 2024.

First Bank will pledge to the Mississippi State Treasurer as provided by the applicable Mississippi Code Section 27-105-315 MCA 1972 to cover your funds. We will provide free of charge annual verifications of your accounts and their balances used to the State Treasurer's office.

First Bank offers Cash Management Services such as Direct Deposit of payroll as well as merchant card processing under separate agreement. Direct deposit of payroll is also covered under a separate agreement.

Please note on the enclosed bid that First Bank will not charge a monthly fee based on balance or number of checks written or deposited. If you require us to verify each of your checks for two signatures, we will assess a \$100 monthly fee per account. You can avoid this fee by monitoring the signatures internally for two signatures. E-Statements are free, however, we may assess a monthly fee per account for paper statements (currently \$3). You will be assessed the same return deposit item fee as consumers which may be passed on to your customer.

First Bank pays interest on your average ledger balance (not average collected or investable balance).

If chosen as primary depositor for your checking and savings accounts, we would also appreciate the opportunity to bid for Certificate of Deposit/Time Deposit investments. If First Bank is not chosen as your primary depository, we request that you name us a depository and give us the opportunity to bid for your Certificate of Deposit investments.

If you have questions regarding our bid, please call me at (601) 726-3383. Thank you for the opportunity to bid for your funds.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew Johnson", with a long, sweeping horizontal line extending to the right.

Andrew Johnson

City of Hattiesburg

2023-2024 DEPOSITORY BID

1. First Bank agrees to allow Depositor to establish checking and savings accounts as they deem necessary for deposit of City's funds.
2. First Bank agrees to honor all checks at par if there are sufficient funds available and to render statements of accounting of funds as of the last working day of the month. First Bank returns images of checks in numerical order in the monthly statement. First Bank offers free eStatements for your convenience or paper statements for \$3* monthly per account.
3. First Bank agrees to secure all funds on deposit as required by Mississippi Code of 1972, Section 27-105-5 as amended.
4. First Bank agrees to pay a fixed rate of interest 2.40% for Super-NOW and MMDA accounts, if selected primary Depository.
5. Checking account activity fees will be assessed as follows:

Monthly Maintenance	none*
Per check or deposit item fee	none
Stop Payments	none
Wire Transfer	none
Return Items	same as fee for consumers
OD Balance	10.00%

* If we are required to verify two or more signatures on each check written, there will be a monthly fee of \$100 per account. (To avoid this fee, you may have your internal policy requiring two signatures on each check, but the Bank would not have to monitor it.)

First Bank offers Cash Management Services such as Direct Deposit of payroll and other ACH origination services (draft collection of monthly water bills, garbage fees, etc.) as well as Merchant Card Processing under separate agreement.

6. The Depositor will be responsible for payment of printed checks and deposit ticket books on their First Bank Accounts

By signing below, you are agreeing to the terms and conditions of the bid.

Authorized Official's Signature

Title

Date



Wes Rouse, CCIM
Sr. Vice-President
110 South 40th Avenue
Hattiesburg, MS 39402
P.O. Box 15549
Hattiesburg, MS 39404-5549

Phone: (601) 450-9204
Fax: (601) 579-9213

www.TheFirstBank.com

December 29, 2022

City of Hattiesburg
Attn: Kermas Eaton, City Clerk
200 Forrest Street
Hattiesburg, MS 39403-1310

RE: Bid for Two (2) year Depository

Dear Mr. Eaton

In response to your recent request for bids, The First, A National Banking Association, a financial institution qualified as a depository pursuant to Section 27-105-315 of the Mississippi Code of 1972, as amended, is pleased to offer **City of Hattiesburg**, State of Mississippi the following bid to serve as depository of its fund. We hereby offer for **2 years**:

a **fixed** rate of 2.70%, or

a **variable** rate of the 90 day Treasury bill minus 190 bps. Today's rate would be 2.33%, resetting monthly.

There will be no service charges, account maintenance fees or stop payment fees. Checks and deposit slips shall be provided as the bid calls for. There will be no cash management fees.

The First Bank hereby acknowledges that it is a member of the Federal Deposit Insurance Corporation (FDIC) and a member of the Mississippi Statewide Public Funds Collateral Program as a means of providing security for your deposits.

We appreciate this opportunity to bid and your consideration of same. If you have any questions concerning the above, please contact me at (601) 450-9204.

Sincerely,

Wes Rouse, CCIM
Sr. Vice-President



Brandon Hubbard
P.O. Box 1071
Hattiesburg, MS 39401
601-583-5311 
bhubbard@trustmark.com 

12/29/2022

Kermas Eaton
City Clerk
P.O. Box 1898
Hattiesburg, MS 39403

Re: City of Hattiesburg Public Fund Accounts Bid

Dear Mr. Eaton:

Trustmark National Bank ("Trustmark"), a national banking association operating in the State of Mississippi, is pleased to be considered for the opportunity to continue to serve as a depository bank of public funds for the City of Hattiesburg (the "City") demand deposit accounts (the "Accounts") tentatively beginning on 1/1/2023, and continuing for a period of two (2) years, ending on 12/31/2024 (the "Term").

Trustmark complies with the Mississippi statutory requirements for qualification as a public fund depository and is a guaranty pool member under sections 27-105-5 and 27-105-6 of the Mississippi Code of 1972 as amended. Trustmark will secure the City's funds on deposit by placing qualified securities with the State Treasurer as provided in section 27-105-5. A copy of Trustmark's certification as a designated State Depository is attached.

Trustmark agrees to serve as a depository bank and financial institution for the City subject to the terms of the Trustmark Deposit Account Agreement and as otherwise set forth herein.

The City's funds held in interest bearing demand deposit accounts at Trustmark will bear interest at the fixed rate of 2.80%, (the "Preferred Rate"). Interest will be calculated on the daily collected balance. Trustmark will continue to waive regular DDA account service and maintenance fees, but will continue to charge for any Cash Management Services provided to the City, including but not limited to Merchant Card Services, ACH Services, Online Banking, Fraud Services, Reconciliation Services, etc. Please see attached Miscellaneous Service Fees and Cash Management Pricing fee schedules.

People you trust.
Advice that works.

The Preferred Rate will not be applied until receipt of a fully executed copy of this Letter Agreement. Once we receive your executed copy of this Letter Agreement, the Preferred rate will be applied within thirty (30) days of bid acceptance on existing accounts and within thirty (30) days of account opening on new accounts for the duration of the Term. If a fully executed copy of this Letter Agreement is not received within thirty (30) days of the anticipated Term start date, it will be assumed that the Preferred Rate was not accepted and any of the City's funds currently held in interest bearing demand deposit accounts with Trustmark will automatically earn Trustmark's current public funds non-bid relationship variable rack rate.

You agree to examine your account statement promptly each statement period. If you discover (or reasonably should have discovered) any error in the Preferred Rate you must promptly notify us in writing. You agree that the time you have to examine your statement and report to us any errors will not, in any circumstances, exceed thirty (30) days from the earlier of when the statement was first sent by us or made available to you. You agree that if you do not advise us of any errors within sixty (60) days after we first send or make that statement available, you cannot assert a claim against us on any error described in that statement and the loss will be entirely yours.

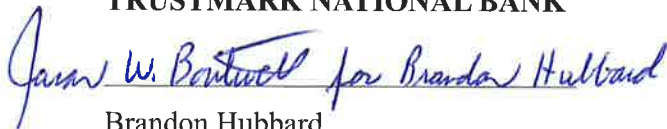
Trustmark also offers a variety of Public Fund Cash Management Services. Trustmark's Public Funds cash management products and services offer public funds customers an improved bottom line by accelerating cash inflows and controlling cash outflows. This coupled with options to make the best use of your funds provides an effective means of managing your financial requirements.

The rates included in this letter are for funds derived from taxes or fees collected and on deposit in a public funds account only and excludes any bond proceeds, federal matching funds and/or other funds received from sources other than taxes or fees collected, including, but not limited to funds received through the American Rescue Plan Act or similar federal or charitable sources. Bond proceeds, federal matching funds, funds other than derived from taxes or fees collected, or any new funds may not be eligible for the preferred rate set forth in this letter and will be reviewed on a case-by-case basis.

Please acknowledge your agreement to terms and conditions set forth herein.

Sincerely,

TRUSTMARK NATIONAL BANK

A handwritten signature in blue ink, appearing to read "Brandon W. Hubbard for Brandon Hubbard".

Brandon Hubbard

President - Hattiesburg

AGREED AND ACKNOWLEDGED:

CITY OF HATTIESBURG

By: _____

Signature: _____

Title: _____

Date: _____

People you trust.
Advice that works.



Effective as of 12/29/2022

Miscellaneous Service Fees

Product/Service	Pricing	Charge
Maintenance Fee	\$10.00 per month	No/Waived
Stop Payments	\$36.00	No/Waived
Wire Transfers - Outgoing	\$25.00	No/Waived
International Wires - Outgoing	\$50.00	No/Waived
Wire Transfers - Incoming	\$15.00	No/Waived
Bank Deposit Bags - Zipper - Small Locking - Large Locking	\$3.00 \$40.00 \$50.00	No/Waived
Deposit Slips	Based on Selection	No/Waived
Checks	Based on Selection	No/Waived
Deposit Items Returned	\$10.00	No/Waived
Redeposited Items Returned	\$13.00	No/Waived
Research/Statement Reproduction	\$7.50 per 15 Minutes (min. \$7.50), plus per item fees.	No/Waived
Checks Paid and Debit Items	\$0.25	No/Waived
Items Deposited On-Us	\$0.15	No/Waived
Electronic Credits	\$0.15	No/Waived
Number of Deposits	\$0.15	No/Waived
Coin Rolls Purchased (Per Roll)	\$0.10	No/Waived
Currency Straps Purchased (Per Strap)	\$1.00	No/Waived
Currency/Coin Deposited per \$100	\$0.15	No/Waived
Overdraft & NSF Charges OD Uncollected Funds Charge: Overdrawn or uncollected balance discount rate on 90-day commercial paper as established by the Federal Reserve Banks of the Federal Reserve Districts of which the state is a part plus 5% or 10%, whichever is greater.	\$36.00	No/Waived
Address Unknown Processing Fee	\$5.00	No/Waived
Official Checks	\$8.00	No/Waived

People you trust.
Advice that works.



Effective as of 12/29/2022

Cash Management Pricing

Product/Service	Pricing	Charge
Online Banking – Corporate Advantage	\$40.00 per month up to 5 accounts, \$5.00 for each additional account	Yes
Remote Deposit Capture (Optional Service)	\$50.00 per month, \$0.06 per item (Scanner cost not included)	Yes
ACH Origination (Optional Service)	\$25.00 per month, \$0.13 per transaction	Yes
ACH Alert (Optional Service)	\$35.00 for first account, \$15.00 for each additional account	Yes
Positive Pay (Optional Service)	\$75.00 per account, \$0.06 per item	Yes
Reconciliation (Optional Service)	\$50.00 minimum monthly fee per account. 1,000 Transactions Per Item included. \$0.05 Per Item Fee after 1,000 Transactions.	Yes
PayCard Services (Optional Service)	\$100.00 set-up fee per employer. Cards mailed to the employee through Admin Portal free of charge. \$3.00 + postage per card. Instant Issue Card Fee (minimum order of 10 cards required for implementation.)	Yes
Additional Cash Management Services available upon request	Trustmark Standard Rate	Yes

People you trust.
Advice that works.



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Trustmark National Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2023**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2022**.

A handwritten signature in black ink, appearing to read "David McRae", is written over a horizontal line.

David McRae

Treasurer of the State of Mississippi



December 27, 2022

City of Hattiesburg Depository Bid
Attn: Kermas Eaton, City Clerk

Dear Kermas,

Community Bank would again like to be considered as a Depository for City of Hattiesburg as it has in the past. Community Bank meets all of the legal requirements to serve as a depository for the City of Hattiesburg.

Community Bank will continue to provide checks and deposit tickets for the Pooled Cash account at no cost to the City of Hattiesburg. The interest rate for this account will be to match that of the highest bid received by the City on December 29th until December 31, 2024.

Thanks for consideration of Community Bank as a City Depository.

Sincerely:

Jeff Lacher
601-261-0862
President
Community Bank, Hattiesburg

Tiffany Hickman
Business Development Officer
Community Bank Hattiesburg



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 17, 2023
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
File Number: 2023-25
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 17, 2023 City Council meeting for consideration.

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

RECEIVED
1/9/2023

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
January 2, 2023

DESCRIPTION	PRICE	TOTAL
Labor & Materials to complete roof repair at 112 Scotland Hattiesburg, Ms. 39401		\$14,980.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: 14,980.00

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

RECEIVED
1/9/2023

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
January 2, 2023

DESCRIPTION	PRICE	TOTAL
<i>Labor & Materials to complete roof repair at 514 McInnis Springs Road Hattiesburg, Ms. 39401</i>		<i>\$13,430.00</i>

**THANK YOU
FOR YOUR
BUSINESS!**

TOTAL DUE: 13,430.00

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

1/9/2023 @

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
January 2, 2023

DESCRIPTION	PRICE	TOTAL
<i>Labor & Materials to complete roof repair at 435 Monroe Hattiesburg, Ms. 39401</i>		<i>\$14,500.00</i>

**THANK YOU
FOR YOUR
BUSINESS!**

TOTAL DUE: 14,500.00

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 17, 2023

The following request for payment is being submitted for approval during the City Council's January 17, 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: 435 Monroe
Amount Requested: \$14,500.00
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 514 McInnis Springs Road
Amount Requested: \$13,430.00
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 112 Scotland
Amount Requested: \$14,980.00
Purpose of Request: Reimbursement

Recipient:	Starter Homes of Mississippi
Activity:	Emergency Roof Repair
Program:	CDBG
Project Site:	313 Tatum Rd
Amount Requested:	\$14,500.00
Purpose of Request:	Reimbursement

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

RECEIVED
11/9/23
@

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
November 8, 2022

DESCRIPTION	PRICE	TOTAL
LABOR & MATERIALS TO COMPLETE ROOF REPLACEMENT AT 313 TATUM ROAD HATTIESBURG, MS. 39401 <i>Replaced much more than expected pieces of badly deteriorated plywood as well as much more than expected deteriorated roof framing.</i>		\$14,500.00

THANK YOU
FOR YOUR
BUSINESS!

TOTAL DUE: 14,500.00



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, January 17, 2023
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2023-26
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 17, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Velita Abner

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 54, Section 39, Highland Cemetery

Savannah Hughes

(1) Space \$ 175.00

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

Lot 103, Section 23, Highland Cemetery

Patricia Rider

(1) Space \$ 175.00

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

Lot 4, Section 39, Highland Cemetery

James E. Blackson

(1) Space \$ 175.00

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

Lot 27, Section 37, Highland Cemetery

Carolyn Faye Butler

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 116, Section 39, Highland Cemetery

Justin Barnett

(1) Space \$ 175.00

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

Lot 118, Section 39, Highland Cemetery

Johnny Johnston

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 25, Section 34, Highland Cemetery

David Barnett

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 118, Section 39, Highland Cemetery

Keith & Karla Mitchell

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 5, Section 39, Highland Cemetery

Claudette L. Holmes

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 8, Section 1, South Hill Cemetery

Elaine Kersh

(1) Space \$ 175.00

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

Lot 18, Section 39, Highland Cemetery

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

Hattiesburg, Miss., 12/28/ 2022

SOLD TO:

Mr. Mrs. Miss Velita Abner

ADDRESS 7285 Woodmarket Rd, Apt C-213, Biloxi, MS 39532

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

S 1/2 NW Lot No. 54 Section No. 39 in Highland Cemetery

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

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

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

Hattiesburg, Miss., 12-27 2022

SOLD TO:

Mr. Mrs. Miss SAVANNAH HUGHES

ADDRESS 8459 LAUDERDALE - TOOMSWEA RD, TOOMSWEA MS 39364

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

S 1/2 NE Lot No. 103 Section No. 23 in HIGHLAND Cemetery

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

Price Received \$ 175.00 CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Carolyn
Supt. of City Cemeteries

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

Hattiesburg, Miss., 12/22/ 2022

SOLD TO:

Mr. Mrs. Miss Patricia Rider

ADDRESS 319 Delle Rd, Moselle, MS 39459

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

S 1/2 NE Lot No. 4 Section No. 39 in Highland Cemetery

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

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

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

Hattiesburg, Miss., 12/27/ 2022

SOLD TO:

Mr. Mrs. Miss James E. Blackston

ADDRESS 864 S. 17th Ave, Hattiesburg, MS 39401

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

N 1/2 NE 1/4 Lot No. 27 Section No. 37 in Highland Cemetery

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

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurie
Supt. of City Cemeteries

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

Hattiesburg, Miss., 01-04- 2023

SOLD TO:

Mr. Mrs. Miss Carolyn Faye Butler

ADDRESS 4605 Oak Forest Dr. Hattiesburg MS 39402

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

S 1/2 SE 1/4 Lot No. 116 Section No. 39 in Highland Cemetery

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

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

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

Hattiesburg, Miss., 01-05- 2023

SOLD TO:

Mr. Mrs. Miss Justin Barnett

ADDRESS 83 Jim Burch Rd. Hattiesburg, MS 39401

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

S 1/2 NE 1/4 Lot No. 118 Section No. 39 in Highland Cemetery

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

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

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

Hattiesburg, Miss., 01-03- 2023

SOLD TO:

Mr. Mrs. Miss

Johnny Johnston

ADDRESS

4207 U.S. Hwy 49 Hattiesburg, MS 39401

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

E 1/2 NW 1/4 Lot No. 23 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CK# 353

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

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

Hattiesburg, Miss., 1-3- 2023

SOLD TO:

Mr. Mrs. Miss

DAVID BARNETT

ADDRESS

119 NORD ST HATTIESBURG MS 39401

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

N 1/2 SE 1/4 Lot No. 118 Section No. 39 in HIGHLAND Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

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

Hattiesburg, Miss., 1-3- 2023

SOLD TO:

Mr. Mrs. Miss

KEITH & KARLA MITCHELL

ADDRESS

3023 MESA DR, HATTIESBURG MS 39402

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

1/2 NE 1/4 Lot No. 5 Section No. 39 in HIGHLAND Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00 CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-06 2023

SOLD TO:

Mr. Mrs. Miss Claudette L. Holmes

ADDRESS P.O. Box 245 Hattiesburg, MS 39401

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

W $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 8 Section No. 1 in South Hill Cemetery

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

Price Received \$ 150.⁰⁰

Card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-05- 2023

SOLD TO:

Mr. Mrs. Miss Ebune Kersh

ADDRESS 44 St. Andrews Hattiesburg, MS 39401

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

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 18 Section No. 39 in Highland Cemetery

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

Price Received \$ 175.⁰⁰

Card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

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 Elaine Kersh, 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 18

Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of 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 17th 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 Patricia Rider, 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 4

Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of 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 17th 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 Savannah Hughes, 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 103

Section 23

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of 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 17th 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 James E. Blackston, 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 27 Section 37

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th 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 17th 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 Velita Abner, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 54 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of 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 17th 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 Claudette L. Holmes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 8

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 17th 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 17th 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, Keith & Karla Mitchell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 5 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 17th 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 17th 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 David Barnett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 118 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of 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 17th 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 Johnny Johnston, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 25 Section 34

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of 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 17th 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 Justin Barnett, 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 118 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of 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 17th 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 Carolyn Faye Butler, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 116 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of 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 Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of January, 2023.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, January 17, 2023
Re: Approve claims docket for the period ending January 13, 2023.
File Number: 2023-27
Minute Book #

Summary

Recommendation Statement

Please place this on the January 17, 2023 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001000					BALANCE SHEET							
001000 060100					GAS/LUBRICANT-CITY BARN							
003497 MAPLES GAS COMPANY				241674	2300435	2023	3	INV P	14,902.22	011323	294905 GAS FOR FUEL STATIO	
003497 MAPLES GAS COMPANY				245984	2301204	2023	4	INV P	6,843.42	011323	294905 DIESEL FUEL	
									21,745.64			
003918 PINE BELT OIL COMPAN					INV-132060	2301128	2023	3	INV P	17,982.35	011323	294936 GAS AND DIESEL FOR
003918 PINE BELT OIL COMPAN					INV-134890	2301290	2023	4	INV P	10,923.25	011323	294936 GAS/FUEL STATION
									28,905.60			
ACCOUNT TOTAL									50,651.24			
ORG 001000 TOTAL									50,651.24			
001001					REVENUES							
001001 222500					GAS & PLUMBING							
049584 BILLS PLUMBING				REFUND 323 N 20TH	0	2023	4	INV P	50.00	011323	294830 REFUND PERMIT GAS12	
ACCOUNT TOTAL									50.00			
ORG 001001 TOTAL									50.00			
001003					CITY COUNCIL							
001003 606000					TELEPHONE AND TELEGRAPH							
002160 AT&T MOBILITY				287273578351X010823	0	2023	4	INV P	291.38	011323	294824 MB2016-287/WIRLESS	
ACCOUNT TOTAL									291.38			
001003 6110DC					TRAVEL EXP-DEPCLERK							
004017 REGIONS CARDHOLDER S				1346 - 12-31-2022	0	2023	4	INV P	129.00	011323	294943 1346 - 12-31-2022 C	
ACCOUNT TOTAL									129.00			
ORG 001003 TOTAL									420.38			
001015					CITY COURT							
001015 510000					CLEANING/JANITORIAL SPLY							
003810 OFFICE PRODUCTS PLUS				1003711-0	2301151	2023	4	INV P	1,282.66	011323	294924 JANITORIAL SUPPLIES	
ACCOUNT TOTAL									1,282.66			
001015 604900					OTHER PROFESSIONAL SERV.							
049426 ENMON ENTERPRISES				SEM01230219	2300688	2023	4	INV P	1,320.00	011323	294866 2 QUOTE JANITORIAL	
ACCOUNT TOTAL									1,320.00			
001015 606000					TELEPHONE AND TELEGRAPH							
002160 AT&T MOBILITY				287273578351X010823	0	2023	4	INV P	470.42	011323	294824 MB2016-287/WIRLESS	
ACCOUNT TOTAL									470.42			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001015	611800			TRVL-HHS	SAMHSA	GRANT				
003719	MUHAMMAD, KHADIJAH	9287OTA	0	2023	3	INV P	148.97	011323	294917	CRT BHDC TRAVEL EXP
003719	MUHAMMAD, KHADIJAH	9435OTA	0	2023	3	INV P	70.95	011323	294917	CRT BHDC TRVL REM K
							219.92			
ACCOUNT TOTAL							219.92			
001015	630000			GAS						
004321	SPIRE	G2022-28-DEC	0	2023	4	INV P	32.23	011323	294965	SPIRE(WILMUT GAS) V
ACCOUNT TOTAL							32.23			
001015	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022-20 DEC	0	2023	4	INV P	237.38	011323	294915	MISSISSIPPI POWER V
ACCOUNT TOTAL							237.38			
ORG 001015 TOTAL							3,562.61			
001020	MAYOR/ADMIN.									
001020	501000			OTHER EXPENDABLE	OFF.SPL					
004017	REGIONS CARDHOLDER S	4524 - 12-31-2022	0	2023	4	INV P	256.18	011323	294943	4524 - 12-31-2022 C
ACCOUNT TOTAL							256.18			
001020	511500			FOOD						
004017	REGIONS CARDHOLDER S	4524 - 12-31-2022	0	2023	4	INV P	225.74	011323	294943	4524 - 12-31-2022 C
ACCOUNT TOTAL							225.74			
001020	570000			MTR VEHICLE REP.	PTS/SPL					
004017	REGIONS CARDHOLDER S	1708 - 12-31-2022	0	2023	4	INV P	58.45	011323	294943	1708 - 12-31-2022 C
ACCOUNT TOTAL							58.45			
001020	604900			OTHER PROFESSIONAL SERV.						
003414	LEXISNEXIS MATTHEW B	34838716	0	2023	4	INV P	49.08	011323	294902	MS CODE ANNO 2000 F
ACCOUNT TOTAL							49.08			
001020	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X010823	0	2023	4	INV P	174.99	011323	294824	MB2016-287/WIRLESS
002160	AT&T MOBILITY	287289913717X010523	0	2023	4	INV P	99.09	011323	294820	MB2016-287/WIRELESS
							274.08			
ACCOUNT TOTAL							274.08			
001020	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	4524 - 12-31-2022	0	2023	4	INV P	292.29	011323	294943	4524 - 12-31-2022 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4												
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
004017	REGIONS CARDHOLDER S	9492 - 12-31-2022	0	2023	4	INV	P	288.96	011323	294943	9492 - 12-31-2022	C
								581.25				
ACCOUNT TOTAL								581.25				
001020	615000			ADVERTISING								
002206	SAMMY L BARR	3200	0	2023	3	INV	P	3,200.00	011323	294951	SOUND SYSTEM FOR NY	
002299	BOY SCOUTS OF AMERIC	2023 DISTINGUISHED	0	2023	4	INV	P	1,000.00	011323	294833	ADVERTISEMENT FOR P	
002416	CARR, MARCUS A	3000DJ	0	2023	3	INV	P	3,000.00	011323	294843	DJ SERVICES FOR NYE	
004017	REGIONS CARDHOLDER S	4524 - 12-31-2022	0	2023	4	INV	P	16.04	011323	294943	4524 - 12-31-2022	C
004479	TVEYES INC	2022-K4572	0	2023	4	INV	P	3,600.00	011323	294974	MEDIA MONITORING SE	
ACCOUNT TOTAL								10,816.04				
001020	6150PR			ADVERTISING-PUBLIC RELATIONS								
002294	BOURNE BROTHERS PRIN	86316	0	2023	4	INV	P	625.00	011323	294832	1200-CITY CHRISTMAS	
ACCOUNT TOTAL								625.00				
001020	615200			ADVERTISING-SPEC. EVENTS								
047041	HUB CITY VIDEO LLC	1036	0	2023	4	INV	P	715.10	011323	294886	FIELD PRODUCTION SE	
ACCOUNT TOTAL								715.10				
001020	641000			OFFICE EQUIPMENT RENT								
003825	OWENS BUSINESS MACHI	457448	0	2023	4	INV	P	187.00	011323	294927	MONTHLY LEASE/ADMIN	
003825	OWENS BUSINESS MACHI	457449	0	2023	4	INV	P	28.79	011323	294927	MONTHLY MAINTENANCE	
								215.79				
ACCOUNT TOTAL								215.79				
001020	684500			REGISTRATION FEE/TUITION								
004017	REGIONS CARDHOLDER S	4524 - 12-31-2022	0	2023	4	INV	P	1,500.00	011323	294943	4524 - 12-31-2022	C
ACCOUNT TOTAL								1,500.00				
ORG 001020 TOTAL								15,316.71				
001081		LOSS CONTROL										
001081	606000			TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X010823	0	2023	4	INV	P	79.74	011323	294824	MB2016-287/WIRLESS	
ACCOUNT TOTAL								79.74				
ORG 001081 TOTAL								79.74				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
URBAN DEVELOPMT												
001090	502000				MINOR OFFICE EQUIP/FURN.							
004017	REGIONS CARDHOLDER S	2080	-12-31-2022	0	2023	4	INV P	37.44	011323	294943	2080	- 12-31-2022 C
ACCOUNT TOTAL								37.44				
OTHER PROFESSIONAL SERV.												
001090	604900				2023 4 INV P			2,786.07	011323	294926	DECEMBER 22	SERVICE
048727	ORION PLANNING	3731		0								
ACCOUNT TOTAL								2,786.07				
TELEPHONE AND TELEGRAPH												
001090	606000				2023 4 INV P			300.43	011323	294824	MB2016-287/WIRLESS	
002160	AT&T MOBILITY	287273578351X010823		0								
ACCOUNT TOTAL								300.43				
OFFICE EQUIPMENT RENT												
001090	641000				2023 4 INV P			165.08	011323	294945	COPIER USAGE	JAN 20
004050	RICOH CORP	5066474024		0								
ACCOUNT TOTAL								165.08				
ORG 001090 TOTAL								3,289.02				
INFO TECHNOLOGY												
001091	501000				OTHER EXPENDABLE OFF.SPL							
004017	REGIONS CARDHOLDER S	1708	- 12-31-2022	0	2023	4	INV P	348.16	011323	294943	1708	- 12-31-2022 C
ACCOUNT TOTAL								348.16				
OTHER PROFESSIONAL SERV.												
001091	604900				2023 3 INV P			94.00	011323	294818	INTERACT SUPPORT	-
002158	AT&T	0591	12.8.22	0				6,790.00	011323	294818	INTERACT SUPPORT	-
002158	AT&T	0698	12.8.22	0				6,884.00				
002905	GILLILANDS ELECTRONI	9906		0	2023	4	INV P	249.70	011323	294873	COMPUTER DROP	- IT
003912	PILEUM CORPORATION	P87252		0	2023	4	INV P	3,156.25	011323	294934	BILLABLE TIME	- IT
004482	TYLER TECHNOLGIES IN	045-403937		0	2023	3	INV P	4,200.00	011323	294975	MUNIS IMPLEMENTATIO	
ACCOUNT TOTAL								14,489.95				
TELEPHONE AND TELEGRAPH												
001091	606000				2023 4 INV P			159.83	011323	294824	MB2016-287/WIRLESS	
002160	AT&T MOBILITY	287273578351X010823		0				504.86	011323	294820	MB2016-287/WIRELESS	
002160	AT&T MOBILITY	287289913717X010523		0				664.69				
ACCOUNT TOTAL								664.69				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001091	606800	NETWORK								
002384	C SPIRE (MEGAGATE)	205876-73	0	2023	3	INV	P	425.00	011323	294838 NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	683013-62	0	2023	3	INV	P	14,968.22	011323	294838 NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	683013-63	0	2023	4	INV	P	14,968.24	011323	294838 NETWORK/INTERET - M
								30,361.46		
ACCOUNT TOTAL								30,361.46		
001091	636500	OFFICE EQUIPMENT R&M								
002383	C D W GOVERNMENT	FN17051	2300921	2023	3	INV	P	625.05	011323	294837 MS GSA SQL SVR STD
002383	C D W GOVERNMENT	FS74613	2301096	2023	3	INV	P	3,049.90	011323	294837 SOFTWARE - IT DEPT
								3,674.95		
003342	KRONOS INCORPORATED	11995876	229612	2023	3	INV	P	3,297.00	011323	294896 KRONOS RENEWAL - IT
003342	KRONOS INCORPORATED	11999058	229612	2023	3	INV	P	3,644.47	011323	294896 KRONOS RENEWAL - IT
003342	KRONOS INCORPORATED	12013242	229612	2023	4	INV	P	3,644.47	011323	294896 KRONOS RENEWAL - IT
								10,585.94		
003583	METRIX SOLUTIONS	M86461	0	2023	3	INV	P	1,780.00	011323	294909 OFFICE 365 LICENSES
003583	METRIX SOLUTIONS	M86795	2300907	2023	4	INV	P	4,387.50	011323	294909 KNOWBE4 SILVER - IT
003583	METRIX SOLUTIONS	M86796	2300917	2023	4	INV	P	3,437.36	011323	294909 WIN STD CORE - IT D
003583	METRIX SOLUTIONS	M86797	2301016	2023	4	INV	P	13,136.75	011323	294909 TWO QUOTE - BARRACU
								22,741.61		
004050	RICOH CORP	5066425765	0	2023	3	INV	P	75.70	011323	294945 CHARGES FOR PRODUCT
ACCOUNT TOTAL								37,078.20		
001091	732700	DATA PROCESSING EQUIP.								
002383	C D W GOVERNMENT	FZ74372	2301221	2023	4	INV	P	433.57	011323	294837 COMPUTER EQUIPMENT
002613	DAKTECH COMPUTERS	0345356	2301082	2023	4	INV	P	3,812.40	011323	294854 COMPUTERS FOR VARIO
004017	REGIONS CARDHOLDER S	1708 - 12-31-2022	0	2023	4	INV	P	962.99	011323	294943 1708 - 12-31-2022 C
ACCOUNT TOTAL								5,208.96		
ORG 001091 TOTAL								88,151.42		
001092	GEN.GOV'T.BLDG									
001092	546000	MINOR EQUIPMENT								
002714	ECONOMY SUPPLY CO	090247	2301158	2023	3	INV	P	132.80	011323	294859 LOCKS FOR CITY HALL
ACCOUNT TOTAL								132.80		
001092	630000	GAS								
004321	SPIRE	G2022-28-DEC	0	2023	4	INV	P	2,495.01	011323	294965 SPIRE(WILMUT GAS) V

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4											
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL								2,495.01			
001092	630500		ELECTRICITY								
003700	MS POWER COMPANY	E2022-20 DEC	0	2023	4	INV P	3,482.03	011323	294915	MISSISSIPPI POWER V	
003700	MS POWER COMPANY	E2023-05-JAN	0	2023	4	INV P	1,566.20	011323	294915	MISSISSIPPI POWER-	
								5,048.23			
ACCOUNT TOTAL								5,048.23			
001092	638000		FIXED EQUIPMENT R&M								
003175	INDEPENDENT ELEVATOR	4048	2301091	2023	4	INV P	197.95	011323	294887	ELEVATOR INSPECTION	
ACCOUNT TOTAL								197.95			
001092	644900		OTHER RENT								
002720	EDWARDS PROPERTY MGM	2/2023	0	2023	4	INV P	1,100.00	011323	294860	LEASE DRIVERS LICEN	
ACCOUNT TOTAL								1,100.00			
ORG 001092 TOTAL								8,973.99			
001093			INTERMODAL FAC O&M								
001093	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2022-20 DEC	0	2023	4	INV P	2,832.40	011323	294915	MISSISSIPPI POWER V	
ACCOUNT TOTAL								2,832.40			
ORG 001093 TOTAL								2,832.40			
001094			METRPLTN PLANG.								
001094	604900	OTHER PROFESSIONAL SERV.									
002160	AT&T MOBILITY	287273578351X010823	0	2023	4	INV P	37.23	011323	294824	MB2016-287/WIRLESS	
ACCOUNT TOTAL								37.23			
ORG 001094 TOTAL								37.23			
001095			G/G INS.OTH SER								
001095	602500	LEGAL									
003090	HICKS LAW FIRM, LLC	10742	0	2023	4	INV P	561.90	011323	294882	BRYAN SILBA AND DEN	
003090	HICKS LAW FIRM, LLC	10743	0	2023	4	INV P	980.00	011323	294882	PLAAS INC V CITY OF	
								1,541.90			
003637	MONTAGUE, PITTMAN &	49103	0	2023	4	INV P	500.00	011323	294913	GENERAL COUNSEL CIV	
004694	ZAC FAIRLEY APPRAISA	1121	0	2023	4	INV P	1,350.00	011323	294985	APPRASIAL REPORT FO	
049330	PHELPS DUNBAR LLP	1276764	0	2023	3	INV P	162.50	011323	294933	GENERAL ADVICE AND	
ACCOUNT TOTAL								3,554.40			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001095	602701								
002522	COMCAST	12.30.22-1.29.23	0	2023	4	INV P	192.63	011323	294851 COMCAST - EMPLOYEE
047011	JANI-KING OF SOUTH E	C01230009	2300340	2023	4	INV P	415.00	011323	294890 MB#2022-831 TWO QUO
ACCOUNT TOTAL							607.63		
001095	606000								
002158	AT&T	L2022-12/28	0	2023	4	INV P	218.25	011323	294818 AT&T BLUE LIGHTS"LO
002159	AT&T LONG DISTANCE S	0277663542	0	2023	4	INV P	32.24	011323	294819 ONE NET-LONG DISTAN
002734	EMERGENCY MANAGEMENT	CREDIT REFUND 12/22	0	2023	3	INV P	1,503.44	011323	294862 CREDIT REFUND 12/20
047050	C SPIRE (IP)	000692591-JAN-1	0	2023	4	INV P	6,335.39	011323	294839 C SPIRE-000692591-J
ACCOUNT TOTAL							8,089.32		
ORG 001095 TOTAL							12,251.35		
001100		POLICE/PUB.SFTY							
001100	500300								
003810	OFFICE PRODUCTS PLUS	1003777-0	2301165	2023	4	INV P	299.34	011323	294924 OFFICE SUPPLIES & P
ACCOUNT TOTAL							299.34		
001100	501000								
003810	OFFICE PRODUCTS PLUS	1003777-0	2301165	2023	4	INV P	661.96	011323	294924 OFFICE SUPPLIES & P
ACCOUNT TOTAL							661.96		
001100	510000								
003772	NEWELL PAPER COMPANY	4145200	2301142	2023	4	INV P	1,208.16	011323	294920 CLEANING SUPPLIES F
ACCOUNT TOTAL							1,208.16		
001100	525000								
002443	CERTIFIED LABORATORI	8047189	2300857	2023	3	INV P	2,722.50	011323	294844 OIL FOR SHOP-HPD
ACCOUNT TOTAL							2,722.50		
001100	535500								
003588	MID SOUTH UNIFORM &	635406	2300699	2023	4	INV P	2,140.00	011323	294910 HPD PATCHES-HPD
004017	REGIONS CARDHOLDER S	9492 - 12-31-2022	0	2023	4	INV P	1,016.84	011323	294943 9492 - 12-31-2022 C
ACCOUNT TOTAL							3,156.84		
001100	559000								
004017	REGIONS CARDHOLDER S	1346 - 12-31-2022	0	2023	4	INV P	1,398.00	011323	294943 1346 - 12-31-2022 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									1,398.00		
001100	570000					MTR	VEHICLE	REP.	PTS/SPL		
002060	ADVANCE	AUTO	PARTS	5604236370384	2301167	2023	4	INV	P	1,060.88	011323 294812 REPAIR PARTS FOR UN
002060	ADVANCE	AUTO	PARTS	5604300270449	2301136	2023	4	INV	P	47.82	011323 294812 OIL FOR UNIT#15647-
002060	ADVANCE	AUTO	PARTS	5604300470506	2301219	2023	4	INV	P	856.36	011323 294812 REPAIR PARTS FOR UN
002060	ADVANCE	AUTO	PARTS	5604300970621	2301265	2023	4	INV	P	279.60	011323 294812 REPAIR PARTS FOR ST
002060	ADVANCE	AUTO	PARTS	5604300970622	2301282	2023	4	INV	P	360.30	011323 294812 REPAIR PARTS FOR VA
002060	ADVANCE	AUTO	PARTS	5604301070654	2301298	2023	4	INV	P	381.66	011323 294812 BATTERY FOR UNIT#1
									2,986.62		
002160	AT&T MOBILITY			287308925627X010523	0	2023	4	INV	P	6,230.70	011323 294821 MB2016-287/HPD GEOT
048827	CARQUEST			14758-19336	2300872	2023	4	INV	P	200.83	011323 294842 BRAKE PAD SET FOR S
048827	CARQUEST			14758-20272	2301166	2023	4	INV	P	437.16	011323 294842 REPAIR PARTS FOR SH
048827	CARQUEST			14758-20462	2301237	2023	4	INV	P	804.46	011323 294842 REPAIR PARTS FOR UN
									1,442.45		
ACCOUNT TOTAL									10,659.77		
001100	604900					OTHER	PROFESSIONAL	SERV.			
002522	COMCAST			1.1.23-1.31.23	0	2023	4	INV	P	234.24	011323 294851 COMCAST POLICE DEPT
002750	EQUIFAX INFORMATION			2053863205	0	2023	4	INV	P	10.67	011323 294867 ONLINE INVESTIGATIO
004017	REGIONS CARDHOLDER S			1286 - 12-31-2022	0	2023	4	INV	P	104.00	011323 294943 1286 - 12-31-2022 C
004050	RICOH CORP			1095109287	0	2023	4	INV	P	261.95	011323 294945 REPAIR TO COPIER IN
004453	TRANSUNION RISK AND			362606-202212-1	0	2023	4	INV	P	645.20	011323 294970 ONLINE INVESTIGATIO
047187	FOUR SEASONS LAWN			14350	0	2023	4	INV	P	2,576.00	011323 294870 MB#2021-326 LAWN MA
049046	HENDERSON PAULA			190003	0	2023	4	INV	P	2,800.00	011323 294881 CLEANING OF BUILDIN
ACCOUNT TOTAL									6,632.06		
001100	604921					NOLA	EXPENSE				
002901	GILKEY ELECTRIC SUPP			367043	2301143	2023	4	INV	P	129.50	011323 294872 NOLA CAMERA PARTS-H
004017	REGIONS CARDHOLDER S			1346 - 12-31-2022	0	2023	4	INV	P	2,525.39	011323 294943 1346 - 12-31-2022 C
ACCOUNT TOTAL									2,654.89		
001100	606000					TELEPHONE	AND	TELEGRAPH			
002158	AT&T			L2022-DEC 28	0	2023	4	INV	P	253.35	011323 294818 AT&T DEPT OF PUB SA
002160	AT&T MOBILITY			287273578351X010823	0	2023	4	INV	P	1,635.54	011323 294824 MB2016-287/WIRLESS
002160	AT&T MOBILITY			287289913717X010523	0	2023	4	INV	P	7,181.66	011323 294820 MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
							8,817.20		
048026	SOUTHERN BILLING	30700	0	2023	4	INV P	138.35	011323	294959 METRO PHONE SERVICE
ACCOUNT TOTAL							9,208.90		
001100	612000			FREIGHT					
004505	UNITED PARCEL SERVIC	0008E1Y15522	0	2023	4	INV P	24.82	011323	294979 SHIPPING FEES
049475	CANAL ALARM DEVICES	SI-642992	2300991	2023	4	INV P	375.00	011323	294840 SURVEILLANCE MONITO
ACCOUNT TOTAL							399.82		
001100	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2022-20 DEC	0	2023	4	INV P	9,926.15	011323	294915 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2023-05-JAN	0	2023	4	INV P	3,349.12	011323	294915 MISSISSIPPI POWER-
							13,275.27		
ACCOUNT TOTAL							13,275.27		
001100	639800			TOW IN CHARGES					
003389	LARRY'S WRECKER SERV	10476	0	2023	4	INV P	55.00	011323	294901 TOWING OF UNIT#1934
ACCOUNT TOTAL							55.00		
001100	739900			OTHER EQUIPMENT					
049475	CANAL ALARM DEVICES	SI-642992	2300991	2023	4	INV P	4,125.00	011323	294840 SURVEILLANCE MONITO
ACCOUNT TOTAL							4,125.00		
ORG 001100 TOTAL							56,457.51		
001131				JOINT P&F TRNG.					
001131	630000			GAS					
004321	SPIRE	G2022-28-DEC	0	2023	4	INV P	778.05	011323	294965 SPIRE(WILMUT GAS) V
ACCOUNT TOTAL							778.05		
ORG 001131 TOTAL							778.05		
001160				FIRE DIVISION					
001160	546000			MINOR EQUIPMENT					
004017	REGIONS CARDHOLDER S	9492 - 12-31-2022	0	2023	4	INV P	740.98	011323	294943 9492 - 12-31-2022 C
ACCOUNT TOTAL							740.98		
001160	560000			BUILDING MATERIALS & SPLY					
003208	IRBY, STUART C CO	S013290599.001	2300633	2023	4	INV P	136.00	011323	294888 HFD LIGHT BULBS AND
004017	REGIONS CARDHOLDER S	1346 - 12-31-2022	0	2023	4	INV P	79.97	011323	294943 1346 - 12-31-2022 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4																
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION			
004017	REGIONS	CARDHOLDER S	1708 - 12-31-2022	0	2023	4	INV	P	1,249.00	011323	294943	1708 - 12-31-2022	C			
									1,328.97							
									ACCOUNT TOTAL		1,464.97					
001160	570000				MTR	VEHICLE	REP.	PTS/SPL								
002194	BARDING	GENERATOR &	8193	2301077	2023	4	INV	P	399.90	011323	294828	HFD UNIT #20088	AND			
002733	EMERGENCY	EQUIPMENT	478309	2300931	2023	4	INV	P	564.22	011323	294861	HFD UNIT #18098	REP			
003034	HATTIESBURG	HYDRAULI	98301	2301232	2023	4	INV	P	41.54	011323	294878	HFD ENGINE 3 UNIT	#			
003818	O'REILLY	AUTO PARTS	0943-427647	2300894	2023	4	INV	P	1,311.12	011323	294923	HFD UNIT #20369	UNI			
003818	O'REILLY	AUTO PARTS	0943-428862	2301012	2023	4	INV	P	249.12	011323	294923	HFD UNIT #10290	AND			
003818	O'REILLY	AUTO PARTS	0943-430498	2301152	2023	4	INV	P	122.22	011323	294923	HFD UNIT #20088	REP			
003818	O'REILLY	AUTO PARTS	0943-431756	2301248	2023	4	INV	P	548.72	011323	294923	HFD SHOP SUPPLIES	F			
									2,231.18							
									ACCOUNT TOTAL		3,236.84					
001160	606000				TELEPHONE AND TELEGRAPH											
002160	AT&T	MOBILITY	287273578351X010823	0	2023	4	INV	P	214.13	011323	294824	MB2016-287/WIRLESS				
002160	AT&T	MOBILITY	287290217384X010523	0	2023	4	INV	P	1,410.68	011323	294822	MB2016-287/WIRLESS				
									1,624.81							
									ACCOUNT TOTAL		1,624.81					
001160	612000				FREIGHT											
002733	EMERGENCY	EQUIPMENT	478309	2300931	2023	4	INV	P	65.00	011323	294861	HFD UNIT #18098	REP			
									ACCOUNT TOTAL		65.00					
001160	630000				GAS											
004321	SPIRE		G2022 12.28.22	0	2023	4	INV	P	846.50	011323	294965	SPIRE 5033 OLD HWY				
004321	SPIRE		G2022-28-DEC	0	2023	4	INV	P	665.62	011323	294965	SPIRE(WILMUT GAS)	V			
									1,512.12							
									ACCOUNT TOTAL		1,512.12					
001160	630500				ELECTRICITY											
003700	MS POWER	COMPANY	E2022-20 DEC	0	2023	4	INV	P	2,931.66	011323	294915	MISSISSIPPI POWER V				
003700	MS POWER	COMPANY	E2023-05-JAN	0	2023	4	INV	P	1,687.58	011323	294915	MISSISSIPPI POWER-				
									4,619.24							
003873	PEARL RIVER	VALLEY E	2022-30-DEC	0	2023	4	INV	P	487.92	011323	294932	PEARL RIVER VALLEY				
004282	SOUTHERN PINE	ELECTR	E2023-04-JAN	0	2023	4	INV	P	1,114.21	011323	294960	SOUTHERN PINE ELECT				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									6,221.37		
001160	635000					BUILDING R&M					
004498	UNDERWOOD DOOR COMPA	15143	2301072	2023	4	INV	P	250.00	011323	294977	HFD STATION 1 BAY D
ACCOUNT TOTAL									250.00		
001160	638400					MOTOR VEHICLE EQ. R&M					
003915	PINE BELT CDJR, INC	0000089	2300819	2023	4	INV	P	1,765.41	011323	294935	HFD UNIT #14694 HEA
ACCOUNT TOTAL									1,765.41		
001160	638700					AGRICULTURAL EQ. R&M					
002083	ALLBRITTON CHAIN SAW	14565	2301261	2023	4	INV	P	82.33	011323	294814	HFD STATION 1 CHAIN
ACCOUNT TOTAL									82.33		
001160	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	2058780	0	2023	4	INV	P	48.00	011323	294880	HAVARD PEST CONTROL
ACCOUNT TOTAL									48.00		
ORG 001160 TOTAL									17,011.83		
001180	LAND DEVEL.ADM.										
001180	501000					OTHER EXPENDABLE OFF.SPL					
004017	REGIONS CARDHOLDER S	2080 -12-31-2022	0	2023	4	INV	P	69.90	011323	294943	2080 - 12-31-2022 C
ACCOUNT TOTAL									69.90		
001180	570000					MTR VEHICLE REP. PTS/SPL					
004514	UNIVERSITY TIRE & SE	INV207808	2301064	2023	4	INV	P	169.90	011323	294980	NEW BATTERY FOR UNI
ACCOUNT TOTAL									169.90		
001180	601800					LOT CLEARING					
003718	MSP ENTERPRISES, LLC	123122-0	0	2023	4	INV	P	8,751.62	011323	294916	LOT CLEARING - 131
ACCOUNT TOTAL									8,751.62		
001180	604900					OTHER PROFESSIONAL SERV.					
004075	RODCO, LLC	1849	0	2023	4	INV	P	1,519.95	011323	294949	PLAN REVIEW - CALIC
ACCOUNT TOTAL									1,519.95		
001180	606000					TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X010823	0	2023	4	INV	P	924.86	011323	294824	MB2016-287/WIRLESS
ACCOUNT TOTAL									924.86		
001180	620000					PRINTING					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004050	RICOH CORP	5066425765	0	2023 3	INV	P	493.16 011323	294945	CHARGES FOR PRODUCT
ACCOUNT TOTAL							493.16		
001180	638400			MOTOR VEHICLE EQ. R&M					
002035	AAMCO TRANSMISSION (I145396		2300775	2023 4	INV	P	1,547.50 011323	294808	UNIT # 19116 POWER
ACCOUNT TOTAL							1,547.50		
001180	684000			DUES AND MEMBERSHIPS					
004017	REGIONS CARDHOLDER S 1346 - 12-31-2022		0	2023 4	INV	P	544.94 011323	294943	1346 - 12-31-2022 C
ACCOUNT TOTAL							544.94		
ORG 001180 TOTAL							14,021.83		
001190				P/S CONTRAC.SER					
001190	681500			JAIL EXPENSE					
003371	LAMAR CTY SHERIFF 12.1.22-12/31/22		0	2023 4	INV	P	30.00 011323	294898	HOUSING OF INMATES
ACCOUNT TOTAL							30.00		
ORG 001190 TOTAL							30.00		
001191				TRAFFIC MAINT.					
001191	511000			HOUSEHOLD SUPPLIES					
003543	MCELHANEY PLUMBING I 294592		2300950	2023 4	INV	P	29.95 011323	294908	TOILET SEAT
ACCOUNT TOTAL							29.95		
001191	545000			HAND TOOLS					
002901	GILKEY ELECTRIC SUPP 365360		2300718	2023 4	INV	P	105.00 011323	294872	TOOLS
002901	GILKEY ELECTRIC SUPP 366261		2300941	2023 4	INV	P	370.00 011323	294872	RECIPROCATING SAW K
							475.00		
ACCOUNT TOTAL							475.00		
001191	554500			TRAFFIC SIGNS					
004316	SPEEDY PRINTING & SI 30897		2300625	2023 4	INV	P	72.00 011323	294964	STREET MARKERS
ACCOUNT TOTAL							72.00		
001191	575000			COMMUNICATION REPAIR PTS					
002905	GILLILANDS ELECTRONI 9910		2301183	2023 3	INV	P	269.95 011323	294873	REPAIR OF SECURITY
ACCOUNT TOTAL							269.95		
001191	606000			TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY 287273578351x010823		0	2023 4	INV	P	71.30 011323	294824	MB2016-287/WIRLESS
ACCOUNT TOTAL							71.30		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001191	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2022-20 DEC	0	2023	4	INV P	1,248.46	011323	294915 MISSISSIPPI POWER V
				ACCOUNT TOTAL			1,248.46		
001191	637500			TRAFFIC CONTROL EQ. R&M					
047473	TRAFFIC LOGIX CO	SIN18331	0	2023	4	INV P	2,750.00	011323	294969 ANNUAL CLOUD FEE RE
				ACCOUNT TOTAL			2,750.00		
001191	643000			UNIFORM RENT					
002471	CINTAS CORPORATION # 4142099845		0	2023	4	INV P	25.00	011323	294847 TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION # 4142791078		0	2023	4	INV P	7.70	011323	294847 TRAFFIC MATS SC/8
002471	CINTAS CORPORATION # 4142791390		0	2023	4	INV P	25.00	011323	294847 TRAFFIC UNIFORM SC
							57.70		
				ACCOUNT TOTAL			57.70		
001191	643500			MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION # 4142099842		0	2023	4	INV P	7.70	011323	294847 TRAFFIC MATS SC/41
				ACCOUNT TOTAL			7.70		
001191	687000			CUSTODIAL SERVICE					
002037	AB SUPPORT SERVICES	481011	2301150	2023	4	INV P	325.00	011323	294809 TWO QUOTE - JANITOR
				ACCOUNT TOTAL			325.00		
				ORG 001191	TOTAL		5,307.06		
001201				STREET DIV.					
001201	540000			ASPHALT & ASPHALT PROD.					
004586	WARREN PAVING INC	2301171	2301171	2023	4	INV P	543.77	011323	294981 ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	71207	2301171	2023	4	INV P	550.88	011323	294981 ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	71392	2301171	2023	4	INV P	364.09	011323	294981 ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	71414	2301171	2023	4	INV P	633.20	011323	294981 ASPHALT/VARIOUS LOC
							2,091.94		
				ACCOUNT TOTAL			2,091.94		
001201	559000			OTHER OPERATING MATL/SPLY					
002492	CLEMTS HARDWARE	130081	2301241	2023	4	INV P	33.99	011323	294848 WATER COOLER
002613	DAKTECH COMPUTERS	0345356	2301082	2023	4	INV P	3,812.40	011323	294854 COMPUTERS FOR VARIO
003416	LIBERTY FLAG & SPECI	01230010	2300888	2023	4	INV P	195.75	011323	294903 UNITED STATES FLAGS
004300	SOUTHERN WATERWORKS	92843	2300906	2023	4	INV P	150.00	011323	294963 15" SPLIT BAND/LAK

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				4,192.14		
001201	570000				MTR VEHICLE REP. PTS/SPL						
002169	AUTOMOTIVE GLASS SPE	I253791	2301063	2023	4	INV	P	295.00	011323	294826	BACK WINDOW/UNIT #1
003843	PARISH TRACTOR (HATT	P05381	2301019	2023	4	INV	P	377.90	011323	294928	UNIT 15999 TUBE O U
048827	CARQUEST	14758-20424	2301231	2023	4	INV	P	395.80	011323	294842	PARTS/UNIT 20053
					ACCOUNT TOTAL				1,068.70		
001201	575500				AGRICLTRL REPAIR PTS/SPL						
048827	CARQUEST	14758-19781	2300329	2023	4	INV	P	19.94	011323	294842	PARTS/UNIT 20373
					ACCOUNT TOTAL				19.94		
001201	604900				OTHER PROFESSIONAL SERV.						
003473	M M C MATERIALS INC-	779305	0	2023	4	INV	P	1,126.90	011323	294904	MATERIALS FOR PO 22
048836	PAYTON, RAY A.	10134	0	2023	3	INV	P	2,000.00	011323	294931	MNTHLY MAINTENANCE
048836	PAYTON, RAY A.	10160	0	2023	3	INV	P	2,500.00	011323	294931	MNTHLY MAINTENANCE
									4,500.00		
048966	MARTINEZ DAVID J	108	0	2023	4	INV	P	1,000.00	011323	294907	BI WEEKLY CUT & MAI
					ACCOUNT TOTAL				6,626.90		
001201	636099				LONG RANGE PAVING PLAN						
047056	WARREN PAVING INC	2300686.1	2300686	2023	4	INV	P	148,665.61	011323	294982	PAVING HOOD ROAD
					ACCOUNT TOTAL				148,665.61		
001201	638400				MOTOR VEHICLE EQ. R&M						
004297	SOUTHERN TIRE MART (	2520112001	2301074	2023	4	INV	P	2,237.72	011323	294962	SERVICE CALL & LABO
					ACCOUNT TOTAL				2,237.72		
001201	638700				AGRICULTURAL EQ. R&M						
002083	ALLBRITTON CHAIN SAW	14359	2301169	2023	4	INV	P	371.99	011323	294814	LAWN MOWER REPAIR
					ACCOUNT TOTAL				371.99		
001201	639900				OTHER REPAIRS AND MAINT.						
002905	GILLILANDS ELECTRONI	9925	2300969	2023	4	INV	P	315.00	011323	294873	REPLACE CAMERA 10 @
					ACCOUNT TOTAL				315.00		
001201	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4142099776	0	2023	4	INV	P	54.96	011323	294846	UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4142099815	0	2023	4	INV	P	53.08	011323	294846	UNIFORMS SC 8200047
002471	CINTAS CORPORATION #	4142099839	0	2023	4	INV	P	18.56	011323	294847	UNIFORMS SC 8200044

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002471	CINTAS CORPORATION #	4142099843	0	2023	4	INV P	44.38 011323		294846	UNIFORM SC 82000477
002471	CINTAS CORPORATION #	4142099855	0	2023	4	INV P	85.35 011323		294846	UNIFORMS SC 8200044
							256.33			
ACCOUNT TOTAL							256.33			
001201	684000			DUES AND MEMBERSHIPS						
004381	SWANA-SOLID WASTE AS	2024-151877	0	2023	4	INV P	290.00 011323		294967	R.PERKINS MEMBERSHI
ACCOUNT TOTAL							290.00			
ORG 001201 TOTAL							166,136.27			
001202		STREET LIGHTS								
001202	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 12.30.22	0	2023	4	INV P	116.61 011323		294915	MS POWER 606 MOBILE
003700	MS POWER COMPANY	E2022-20 DEC	0	2023	4	INV P	101,782.74 011323		294915	MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2022-DEC 27	0	2023	4	INV P	99.76 011323		294915	MS POWER-VARIOUS DE
003700	MS POWER COMPANY	E2023-05-JAN	0	2023	4	INV P	3,381.75 011323		294915	MISSISSIPPI POWER-
							105,380.86			
003873	PEARL RIVER VALLEY E	2022 12.22.22	0	2023	4	INV P	98.75 011323		294932	PRVEPA OAKWOOD DR L
003873	PEARL RIVER VALLEY E	2022- dec 30	0	2023	4	INV P	396.00 011323		294932	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2022-27 DEC	0	2023	4	INV P	262.26 011323		294932	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2022-30-DEC	0	2023	4	INV P	2,685.85 011323		294932	PEARL RIVER VALLEY
							3,442.86			
004282	SOUTHERN PINE ELECTR	E2023-04-JAN	0	2023	4	INV P	3,095.42 011323		294960	SOUTHERN PINE ELECT
ACCOUNT TOTAL							111,919.14			
ORG 001202 TOTAL							111,919.14			
001203		ENGR/PUBLIC SER								
001203	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	9492 - 12-31-2022	0	2023	4	INV P	150.48 011323		294943	9492 - 12-31-2022 C
ACCOUNT TOTAL							150.48			
001203	508000			COMPUTER SUPPLIES						
004017	REGIONS CARDHOLDER S	9492 - 12-31-2022	0	2023	4	INV P	1,219.78 011323		294943	9492 - 12-31-2022 C
ACCOUNT TOTAL							1,219.78			
001203	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X010823	0	2023	4	INV P	218.06 011323		294824	MB2016-287/WIRLESS
002160	AT&T MOBILITY	287289913717X010523	0	2023	4	INV P	52.06 011323		294820	MB2016-287/WIRELESS
							270.12			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
			ACCOUNT TOTAL			270.12			
001203 607000			POSTAGE						
004493 U S POSTMASTER-POSTA	521445734	0	2023 3	INV	P	249.98	011323	294976	REIMBURSE PERMIT 21
			ACCOUNT TOTAL			249.98			
001203 630000			GAS						
004321 SPIRE	G2022-28-DEC	0	2023 4	INV	P	160.00	011323	294965	SPIRE(WILMUT GAS) V
			ACCOUNT TOTAL			160.00			
001203 630500			ELECTRICITY						
003700 MS POWER COMPANY	E2022-20 DEC	0	2023 4	INV	P	435.17	011323	294915	MISSISSIPPI POWER V
			ACCOUNT TOTAL			435.17			
001203 639400			DISINFECT./EXTERMINATION						
003040 HAVARD PEST CONTROL	2058774	0	2023 4	INV	P	55.00	011323	294880	HAVARD PEST CONTROL
			ACCOUNT TOTAL			55.00			
001203 687000			CUSTODIAL SERVICE						
002037 AB SUPPORT SERVICES	4B1011	2301150	2023 4	INV	P	425.00	011323	294809	TWO QUOTE - JANITOR
			ACCOUNT TOTAL			425.00			
			ORG 001203 TOTAL			2,965.53			
001204			SHOP DIVISION						
001204 630000			GAS						
004321 SPIRE	G2022-28-DEC	0	2023 4	INV	P	1,913.37	011323	294965	SPIRE(WILMUT GAS) V
			ACCOUNT TOTAL			1,913.37			
001204 643000			UNIFORM RENT						
002471 CINTAS CORPORATION # 4142099865		0	2023 3	INV	P	61.89	011323	294846	UNIFORM RENTAL/PW S
002471 CINTAS CORPORATION # 4142791424		0	2023 4	INV	P	61.89	011323	294846	UNIFORM RENTAL/PW S
						123.78			
			ACCOUNT TOTAL			123.78			
			ORG 001204 TOTAL			2,037.15			
001205			G O & F S DIV.						
001205 606000			TELEPHONE AND TELEGRAPH						
002160 AT&T MOBILITY	287290252011X010523	0	2023 4	INV	P	1,657.30	011323	294823	MB2016-287/WIRELESS
			ACCOUNT TOTAL			1,657.30			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001205	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2022-20 DEC	0	2023	4	INV P	74.83	011323	294915 MISSISSIPPI POWER V
ACCOUNT TOTAL							74.83		
ORG 001205 TOTAL							1,732.13		
001206				DRAINAGE DIV.					
001206	606000			TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X010823	0	2023	4	INV P	481.49	011323	294824 MB2016-287/WIRLESS
ACCOUNT TOTAL							481.49		
001206	729500			OTHER IMPROVEMENTS					
004197	SHOWS DEARMAN & WAIT	23144	0	2023	4	INV P	48,103.74	011323	294954 MB 2012-1/34 IRENE
004300	SOUTHERN WATERWORKS	92967	2301233	2023	4	INV P	2,623.20	011323	294963 42" x 20' ASTM DOUB
ACCOUNT TOTAL							50,726.94		
ORG 001206 TOTAL							51,208.43		
001207				CONSTRUCTION					
001207	559000			OTHER OPERATING MATL/SPLY					
004466	TRUCKS PLUS AUTO ACC	45512	2301162	2023	3	INV P	148.00	011323	294972 HITCH AND TRAILER J
ACCOUNT TOTAL							148.00		
001207	560500			ELECTRICAL SUPPLIES					
002031	A/C PARTS & EQUIPMEN	45503	2300744	2023	4	INV P	453.50	011323	294807 HEATER FOR LIFE CEN
002795	FASTENAL COMPANY	MSHAT263444	0	2023	3	INV P	13.95	011323	294868 PARTS FOR CHRISTMAS
002901	GILKEY ELECTRIC SUPP	048038	0	2023	3	INV P	2,297.56	011323	294872 ROUNDAABOUT ELECTRIC
002901	GILKEY ELECTRIC SUPP	367046	2301145	2023	3	INV P	232.73	011323	294872 CAT6E BLU/BALL DROP
002901	GILKEY ELECTRIC SUPP	367486	2301256	2023	4	INV P	388.80	011323	294872 ELECTRICAL SUPPLIES
							2,919.09		
004256	SOLAR SUPPLY INC	3460830	2301257	2023	4	INV P	14.20	011323	294957 START RELAY FOR REF
ACCOUNT TOTAL							3,400.74		
001207	570000			MTR VEHICLE REP. PTS/SPL					
002166	AUTO ARMATURE SERVIC	30237	2301198	2023	3	INV P	189.95	011323	294825 BATTERY FOR GENERAT
002166	AUTO ARMATURE SERVIC	30254	0	2023	4	INV P	159.95	011323	294825 BATTERY FOR UNIT#15
							349.90		
003034	HATTIESBURG HYDRAULI	98293	2301272	2023	4	INV P	98.00	011323	294878 FLUID FOR UNIT#2007
004466	TRUCKS PLUS AUTO ACC	45542	2301201	2023	4	INV P	1,186.00	011323	294972 NURF BARS & TOOL BO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
048827	CARQUEST	14758-20377	2301215	2023	4	INV P	204.81	011323	294842	PARTS FOR UNIT#1548
048827	CARQUEST	14758-20485	2301235	2023	4	INV P	40.74	011323	294842	BELT FOR UNIT#15408
							245.55			
ACCOUNT TOTAL							1,879.45			
001207	604900			OTHER PROFESSIONAL SERV.						
002523	COMCAST CABLEVISION	010123	0	2023	4	INV P	141.10	011323	294852	CABLE FOR CONST DEP
ACCOUNT TOTAL							141.10			
001207	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x010823	0	2023	4	INV P	122.60	011323	294824	MB2016-287/WIRLESS
ACCOUNT TOTAL							122.60			
001207	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4142099835	0	2023	3	INV P	51.33	011323	294846	UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION #	4142791314	0	2023	4	INV P	51.33	011323	294846	UNIFORM RENTAL/SC#8
							102.66			
ACCOUNT TOTAL							102.66			
ORG 001207 TOTAL							5,794.55			
001220	SANITATION DIV.									
001220	559000			OTHER OPERATING MATL/SPLY						
002905	GILLILANDS ELECTRONI	9917	2300964	2023	4	INV P	995.00	011323	294873	REPLACE STORM DAMAG
003543	MCELHANEY PLUMBING I	294889	2301240	2023	4	INV P	69.00	011323	294908	REPAIR OF WASH RACK
ACCOUNT TOTAL							1,064.00			
001220	570000			MTR VEHICLE REP. PTS/SPL						
002166	AUTO ARMATURE SERVIC	30212	2301186	2023	4	INV P	164.95	011323	294825	UNIT 9609 BATTERY
002367	BURROUGHS DIESEL INC	806370	2301277	2023	4	INV P	380.74	011323	294835	UNIT 21727 FILTER
003114	HOL-MAC CORPORATION	390091	2301296	2023	4	INV P	274.00	011323	294883	UNIT 15892 WIRING/H
004297	SOUTHERN TIRE MART (	2520107327A	0	2023	3	INV P	385.00	011323	294962	REF#P.O. 2300259-A
004465	TRUCKPRO LLC	039-0711106	2301217	2023	4	INV P	4,018.92	011323	294971	BRAKE KITS FOR SANI
004467	TRUCKWORX-JACKSON	0530635533	2300979	2023	4	INV P	151.80	011323	294973	UNIT 21704 LATCH-HO
004467	TRUCKWORX-JACKSON	0530635534	2301188	2023	4	INV P	255.12	011323	294973	FUEL/WATER FILTERS
							406.92			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
048827	CARQUEST	14758-20278	2301175	2023	4	INV P	23.10	011323	294842	UNIT 21387 TOGGLE S
048827	CARQUEST	14758-20311	2301197	2023	4	INV P	196.80	011323	294842	DEF FOR SANITATION
048827	CARQUEST	14758-20355	2301200	2023	4	INV P	44.54	011323	294842	UNIT 19755 SYDR FIT
048827	CARQUEST	14758-20370	2301212	2023	4	INV P	96.79	011323	294842	WINDSHIELD WASHER A
048827	CARQUEST	14758-20371	2301213	2023	4	INV P	27.54	011323	294842	HEADLIGHT FOR UNIT
							388.77			
ACCOUNT TOTAL							6,019.30			
001220	604900			OTHER PROFESSIONAL SERV.						
002523	COMCAST	CABLEVISION	12.22.22	SANI	0	2023 4 INV P	3.02	011323	294852	SANITATION CABLE/12
002864	FRAZIER,	NKRUMAH	96040T		0	2023 3 INV P	178.00	011323	294871	TRAVEL ADVANCE FOR
ACCOUNT TOTAL							181.02			
001220	612000			FREIGHT						
002739	EMPIRE	TRUCK SALES(J	CE006204740:01		2301126	2023 4 INV P	20.00	011323	294863	DEF HEADERS FOR UNI
002739	EMPIRE	TRUCK SALES(J	CE06204990:01		2301214	2023 4 INV P	25.00	011323	294863	TRUCK PARTS-SANITAT
							45.00			
ACCOUNT TOTAL							45.00			
001220	638400			MOTOR VEHICLE EQ. R&M						
002739	EMPIRE	TRUCK SALES(J	CE006204740:01		2301126	2023 4 INV P	2,350.96	011323	294863	DEF HEADERS FOR UNI
002739	EMPIRE	TRUCK SALES(J	CE06204990:01		2301214	2023 4 INV P	1,436.80	011323	294863	TRUCK PARTS-SANITAT
							3,787.76			
004467	TRUCKWORX-JACKSON	0530635534	2301188	2023	4	INV P	575.40	011323	294973	FUEL/WATER FILTERS
004467	TRUCKWORX-JACKSON	0530635585	2301188	2023	4	INV P	1,667.00	011323	294973	FUEL/WATER FILTERS
							2,242.40			
ACCOUNT TOTAL							6,030.16			
001220	639800			TOW IN CHARGES						
003253	JOHNNY'S	WRECKER SER	43731		0	2023 4 INV P	375.00	011323	294893	UNIT 20072 TOW RICH
003253	JOHNNY'S	WRECKER SER	43907		0	2023 4 INV P	375.00	011323	294893	UNIT 20069 TO CHAMB
003253	JOHNNY'S	WRECKER SER	44427		0	2023 4 INV P	375.00	011323	294893	UNIT 20074 9/06/22
							1,125.00			
ACCOUNT TOTAL							1,125.00			
001220	643000			UNIFORM RENT						
002471	CINTAS	CORPORATION #	412791747		0	2023 4 INV P	217.73	011323	294846	SC#8200044758-SANIT
002471	CINTAS	CORPORATION #	4141429803		0	2023 3 INV P	220.72	011323	294846	SC#8200044758-SANIT
002471	CINTAS	CORPORATION #	4142099796		0	2023 4 INV P	37.30	011323	294846	SC 8200044758
002471	CINTAS	CORPORATION #	4142099887		0	2023 4 INV P	247.28	011323	294846	SC#8200044758-SANIT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									723.03		
ACCOUNT TOTAL									723.03		
001220	643500				MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION # 4141429109	0	2023	3	INV	P		37.30	011323	294846	SC#8200044758-SANIT
002471	CINTAS CORPORATION # 4142791192	0	2023	4	INV	P		37.30	011323	294846	SC#8200044758-SANIT
									74.60		
ACCOUNT TOTAL									74.60		
001220	688000				TIPPING FEES						
002007	98 WASTE LLC 4865	0	2023	4	INV	P		13,825.00	011323	294806	MB2016-322 SANITATI
002007	98 WASTE LLC 4866	0	2023	4	INV	P		840.00	011323	294806	MB 2016-22-PARKS &
002007	98 WASTE LLC 4908	0	2023	4	INV	P		476.00	011323	294806	MB2016-322 CODE ENF
									15,141.00		
003920	PINE BELT REGIONAL S 7082	0	2023	4	INV	P		40,006.21	011323	294937	MB 197-1/451-454 SA
004591	WASTE MANAGEMENT OF 0013504-2526-8	0	2023	4	INV	P		1,202.91	011323	294983	MB 2003-5/484 SANIT
ACCOUNT TOTAL									56,350.12		
001220	689000				RECYCLING FEES						
004030	REPUBLIC SERVICES IN 0991-000343434	2300855	2023	4	INV	P		11,608.86	011323	294944	OPEN P.O.-RECYCLING
ACCOUNT TOTAL									11,608.86		
ORG 001220 TOTAL									83,221.09		
001250	HEALTH DIVISION										
001250	575500				AGRICLTRL REPAIR PTS/SPL						
003843	PARISH TRACTOR (HATT P05379	2301071	2023	4	INV	P		3,861.44	011323	294928	PARTS/UNIT #15999
003843	PARISH TRACTOR (HATT P05380	2301057	2023	4	INV	P		1,836.55	011323	294928	PARTS/UNIT #'S 1672
									5,697.99		
ACCOUNT TOTAL									5,697.99		
ORG 001250 TOTAL									5,697.99		
001260	ANIMAL CONTROL										
001260	699900				SERVICES NOT SPECIFIED						
004283	SOUTHERN PINES ANIMA 2022.10-12	0	2023	4	INV	P		5,000.00	011323	294961	MB#2022-956 HOUSING
004283	SOUTHERN PINES ANIMA 2023.01	0	2023	4	INV	P		16,666.67	011323	294961	MB#2022-956 HOUSING
									21,666.67		
ACCOUNT TOTAL									21,666.67		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4										
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
				ORG 001260	TOTAL			21,666.67		
001402 ECONOMIC DEV.										
001402	604900			OTHER PROFESSIONAL SERV.						
003764	NEEL-SCHAFFER INC	112,241.17	0	2023	4	INV P	112,241.17	011323	294918	MB# 2021-322 WEBSTE
004058	RJM MCQUEEN CONTRACT	2701	0	2023	4	INV P	32,931.24	011323	294946	MB 2022-680 ARLEDGE
004058	RJM MCQUEEN CONTRACT	2729	2301010	2023	4	INV P	85,614.60	011323	294946	S. 19TH AVE SIDEWAL
							118,545.84			
ACCOUNT TOTAL							230,787.01			
				ORG 001402	TOTAL			230,787.01		
001551 AIRPORT DIV.										
001551	559000			OTHER OPERATING MATL/SPLY						
002215	BATTERIES PLUS BULBS	P58647241	2301223	2023	4	INV P	55.06	011323	294829	BATTERIES FOR AIRPO
ACCOUNT TOTAL							55.06			
				ORG 001551	TOTAL			55.06		
001553 CEMETERY DIV										
001553	502000			MINOR OFFICE EQUIP/FURN.						
003825	OWENS BUSINESS MACHI	457450	0	2023	4	INV P	20.70	011323	294927	MAINTENANCE-01/2023
ACCOUNT TOTAL							20.70			
001553	544000			HORT./LANDSCAPING SPLY.						
004012	RED BUD SUPPLY INC	181638	2301098	2023	4	INV P	404.30	011323	294942	HORT/LANDSCAPING SU
ACCOUNT TOTAL							404.30			
001553	570000			MTR VEHICLE REP. PTS/SPL						
048827	CARQUEST	14758-20134	2301144	2023	4	INV P	68.43	011323	294842	MAINTENANCE PARTS F
ACCOUNT TOTAL							68.43			
001553	604900			OTHER PROFESSIONAL SERV.						
003634	MOLLY MAID	010-23	0	2023	4	INV P	245.00	011323	294912	MB#2005-2/267 CLEAN
ACCOUNT TOTAL							245.00			
001553	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X010823	0	2023	4	INV P	114.60	011323	294824	MB2016-287/WIRLESS
ACCOUNT TOTAL							114.60			
001553	612000			FREIGHT						
004012	RED BUD SUPPLY INC	181638	2301098	2023	4	INV P	30.00	011323	294942	HORT/LANDSCAPING SU

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							30.00		
001553 630000				GAS					
004321 SPIRE		G2022-28-DEC	0	2023	4	INV P	211.65	011323	294965 SPIRE(WILMUT GAS) V
ACCOUNT TOTAL							211.65		
001553 630500				ELECTRICITY					
003700 MS POWER COMPANY		E2022-20 DEC	0	2023	4	INV P	507.21	011323	294915 MISSISSIPPI POWER V
003873 PEARL RIVER VALLEY E		2022-30-DEC	0	2023	4	INV P	46.57	011323	294932 PEARL RIVER VALLEY
ACCOUNT TOTAL							553.78		
001553 725000				LANDSCAPING					
002049 ADAMS NURSERY		887707	2300863	2023	4	INV P	2,550.00	011323	294810 TREES FOR ANNUAL TR
ACCOUNT TOTAL							2,550.00		
ORG 001553 TOTAL							4,198.46		
001560				PARKING OPER.					
001560 630500				ELECTRICITY					
003700 MS POWER COMPANY		E2022-20 DEC	0	2023	4	INV P	1,182.02	011323	294915 MISSISSIPPI POWER V
ACCOUNT TOTAL							1,182.02		
ORG 001560 TOTAL							1,182.02		
FUND 001 REVENUES				TOTAL:		967,823.87			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002300				PKS/REC-RECREATION MAINT. DIV.						
002300	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	1286 - 12-31-2022	0	2023 4 INV P		356.89	011323	294943	1286 - 12-31-2022 C	
				ACCOUNT TOTAL		356.89				
002300	604900			OTHER PROFESSIONAL SERV.						
003381	LANDARC CONSULTING G	06-2030	0	2023 4 INV P		5,260.00	011323	294900	MB 2021-321 I-59 &	
				ACCOUNT TOTAL		5,260.00				
002300	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X010823	0	2023 4 INV P		549.07	011323	294824	MB2016-287/WIRLESS	
				ACCOUNT TOTAL		549.07				
002300	612000			FREIGHT						
004017	REGIONS CARDHOLDER S	1286 - 12-31-2022	0	2023 4 INV P		61.39	011323	294943	1286 - 12-31-2022 C	
				ACCOUNT TOTAL		61.39				
002300	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022-20 DEC	0	2023 4 INV P		1,220.95	011323	294915	MISSISSIPPI POWER V	
003700	MS POWER COMPANY	E2023-05-JAN	0	2023 4 INV P		52.40	011323	294915	MISSISSIPPI POWER-	
						1,273.35				
				ACCOUNT TOTAL		1,273.35				
002300	639600			SIGN PAINTING						
049337	BREAD LLC	210-21-01	0	2023 3 INV P		732.05	011323	294834	VETERANS PARK/GEORG	
				ACCOUNT TOTAL		732.05				
002300	687000			CUSTODIAL SERVICE						
047011	JANI-KING OF SOUTH E	C01230009	2300340	2023 4 INV P		521.00	011323	294890	MB#2022-831 TWO QUO	
				ACCOUNT TOTAL		521.00				
002300	699900			SERVICES NOT SPECIFIED						
049337	BREAD LLC	210-20-01	2300354	2023 3 INV P		1,500.00	011323	294834	DESIGN MANAGEMENT F	
				ACCOUNT TOTAL		1,500.00				
				ORG 002300 TOTAL		10,253.75				
002315				PKS/REC-REC.ADMIN/COM.REL.						
002315	501000			OTHER EXPENDABLE OFF.SPL						
002613	DAKTECH COMPUTERS	0345356	2301082	2023 4 INV P		1,906.20	011323	294854	COMPUTERS FOR VARIO	
				ACCOUNT TOTAL		1,906.20				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4														
ACCOUNT/VENDOR		INVOICE				PO	YEAR/PR TYP S				WARRANT		CHECK	DESCRIPTION
002315	551000						RECREATIONAL SUPPLIES							
004017	REGIONS	CARDHOLDER	S	2080	-12-31-2022	0	2023	4	INV	P	240.10	011323	294943	2080 - 12-31-2022 C
004017	REGIONS	CARDHOLDER	S	9492	- 12-31-2022	0	2023	4	INV	P	47.04	011323	294943	9492 - 12-31-2022 C
											287.14			
ACCOUNT TOTAL											287.14			
002315	560001						BLDG MATERIALS & SPLY GRANTS							
003543	MCELHANEY	PLUMBING	I	294856		2301124	2023	3	INV	P	46.95	011323	294908	BATHROOM REPAIR ART
ACCOUNT TOTAL											46.95			
002315	603400						OFFICIALS							
002908	GLOBAL	SECURITY	COMP	11.5.2022		0	2023	3	INV	P	160.00	011323	294874	OFFICIALS YOUTH TAC
003958	POWELL, RANDY			12.22.2022		0	2023	3	INV	P	45.00	011323	294938	HPR CONTRACT LABOR
ACCOUNT TOTAL											205.00			
002315	604900						OTHER PROFESSIONAL SERV.							
002908	GLOBAL	SECURITY	COMP	2033		0	2023	3	INV	P	374.00	011323	294874	SECURITY FOR HPR YO
002965	GUTHRIE, JONI	S		1.6.23		0	2023	4	INV	P	30.00	011323	294876	HPR CONTRACT LABOR
003508	MARTIN, MAGDALINE			1.6.23		0	2023	4	INV	P	48.00	011323	294906	HPR CONTRACT LABOR
004162	SHABAZZ, AMATULLAH			1.6.23		0	2023	4	INV	P	24.00	011323	294952	HPR CONTRACT LABOR
048422	RAY NANCY REBEKAH			1.6.23		0	2023	4	INV	P	25.00	011323	294940	HPR CONTRACT LABOR
ACCOUNT TOTAL											501.00			
002315	630000						GAS							
004321	SPIRE			G2022-28-DEC		0	2023	4	INV	P	142.33	011323	294965	SPIRE(WILMUT GAS) V
ACCOUNT TOTAL											142.33			
002315	630500						ELECTRICITY							
003700	MS POWER COMPANY			E2022-20 DEC		0	2023	4	INV	P	9,685.74	011323	294915	MISSISSIPPI POWER V
003700	MS POWER COMPANY			E2023-05-JAN		0	2023	4	INV	P	1,256.83	011323	294915	MISSISSIPPI POWER-
											10,942.57			
ACCOUNT TOTAL											10,942.57			
002315	639400						DISINFECT./EXTERMINATION							
003040	HAVARD	PEST CONTROL		2058763		0	2023	4	INV	P	48.00	011323	294880	DAHMER POOL-QTRLY
003040	HAVARD	PEST CONTROL		2058765		0	2023	4	INV	P	125.00	011323	294880	HAVARD PEST CONTROL
											173.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL				173.00		
						ORG 002315		TOTAL		14,204.19		
002341				PKS/REC-KAMPER PARK ZOO DIV.								
002341 630500				ELECTRICITY								
003700 MS POWER COMPANY				E2023	0	2023	4	INV	P	53.03	011323	294915 MISSISSIPPI POWER-9
						ACCOUNT TOTAL				53.03		
						ORG 002341		TOTAL		53.03		
FUND 002 PARKS & RECREATION FUND						TOTAL:				24,510.97		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
009660				W&S O&M-CUSTOMER ACCT. DIV.						
009660	604900			OTHER PROFESSIONAL SERV.						
002181	BADGER METER INC	80116355	0	2023	4	INV P	6,036.92	011323	294827	MB 2018-832 BEACON
002665	DIXIE COMMUNITY UTIL	DX 010523	0	2023	4	INV P	423.00	011323	294856	SEWER READS FOR HAT
ACCOUNT TOTAL							6,459.92			
009660	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x010823	0	2023	4	INV P	590.67	011323	294824	MB2016-287/WIRLESS
ACCOUNT TOTAL							590.67			
009660	607000			POSTAGE						
047562	ENCO UTILITY	INV57592	0	2023	4	INV P	3,016.76	011323	294865	MB 2020-835 RT 1 BI
ACCOUNT TOTAL							3,016.76			
009660	620000			PRINTING						
047562	ENCO UTILITY	INV57592	0	2023	4	INV P	1,148.37	011323	294865	MB 2020-835 RT 1 BI
ACCOUNT TOTAL							1,148.37			
009660	638400			MOTOR VEHICLE EQ. R&M						
002815	FIRESTONE COMPLETE A	268353	2301228	2023	4	INV P	199.45	011323	294869	TIRE FOR UNIT 19751
003389	LARRY'S WRECKER SERV	10478	0	2023	4	INV P	65.00	011323	294901	TOW FOR UNIT 21416
003861	PATTERSON AUTO ELECT	81659	2300153	2023	4	INV P	3,191.93	011323	294930	REPAIR TO UNIT 1935
ACCOUNT TOTAL							3,456.38			
009660	639900			OTHER REPAIRS AND MAINT.						
004499	UNDERWOOD OUTDOOR PO	115437	2301245	2023	4	INV P	136.37	011323	294978	REPAIR TO WATER PUM
ACCOUNT TOTAL							136.37			
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4142100087	0	2023	4	INV P	46.86	011323	294846	STATE CONTRACT 8200
002471	CINTAS CORPORATION #	4142793587	0	2023	4	INV P	60.87	011323	294846	STATE CONTRACT 8200
							107.73			
ACCOUNT TOTAL							107.73			
009660	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	481011	2301150	2023	4	INV P	550.00	011323	294809	TWO QUOTE - JANITOR
ACCOUNT TOTAL							550.00			
ORG 009660 TOTAL							15,466.20			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009672											
009672	540000										
		004586	WARREN PAVING INC	71073	0	2023	4	INV P	673.64	011323	294981 PO2300940- HOT MIX
		004586	WARREN PAVING INC	71074	0	2023	4	INV P	805.49	011323	294981 PO2300940
		004586	WARREN PAVING INC	71075	0	2023	4	INV P	725.59	011323	294981 PO2300940- HOT MIX
		004586	WARREN PAVING INC	71076	0	2023	4	INV P	158.22	011323	294981 PO2300940- HOT MIX
		004586	WARREN PAVING INC	71077	0	2023	4	INV P	150.23	011323	294981 PO2300940- HOT MIX
		004586	WARREN PAVING INC	71079	0	2023	4	INV P	142.24	011323	294981 PO2300940- HOT MIX
		004586	WARREN PAVING INC	71081	0	2023	4	INV P	172.60	011323	294981 PO2300940- HOT MIX
		004586	WARREN PAVING INC	71084	0	2023	4	INV P	86.30	011323	294981 PO2300940- HOT MIX
		004586	WARREN PAVING INC	71184	0	2023	4	INV P	469.87	011323	294981 PO2300940- HOT MIX
									3,384.18		
									ACCOUNT TOTAL	3,384.18	
009672	545000										
		003380	LANCASTER'S MACHINE	25361	2300960	2023	4	INV P	1,000.00	011323	294899 FABRICATE TOOLS --
									ACCOUNT TOTAL	1,000.00	
009672	561000										
		002559	CORE & MAIN (HD SUPP	R381053	229140	2023	4	INV P	236.04	011323	294853 WAREHOUSE STOCK FOR
		002559	CORE & MAIN (HD SUPP	R432287	229270	2023	4	INV P	218.60	011323	294853 WAREHOUSE STOCK FOR
		002559	CORE & MAIN (HD SUPP	R765414	228361	2023	4	INV P	36.40	011323	294853 WAREHOUSE STOCK FOR
		002559	CORE & MAIN (HD SUPP	R924509	2300336	2023	4	INV P	653.26	011323	294853 WAREHOUSE STOCK FOR
		002559	CORE & MAIN (HD SUPP	R977300	2300336	2023	4	INV P	605.66	011323	294853 WAREHOUSE STOCK FOR
									1,749.96		
		004300	SOUTHERN WATERWORKS	93020	2301307	2023	4	INV P	1,959.44	011323	294963 WAREHOUSE STOCK FOR
									ACCOUNT TOTAL	3,709.40	
009672	570000										
		002700	EAGLE TIRE AND SERVI	INV070057	2301139	2023	4	INV P	150.82	011323	294858 TIRES FOR UNIT # 21
		048827	CARQUEST	14758-20353	2301206	2023	4	INV P	19.39	011323	294842 REPAIR PARTS FOR UN
		048827	CARQUEST	14758-20354	2301202	2023	4	INV P	6.99	011323	294842 REPAIR PARTS FOR UN
									26.38		
									ACCOUNT TOTAL	177.20	
009672	638400										
		002700	EAGLE TIRE AND SERVI	INV070057	2301139	2023	4	INV P	20.90	011323	294858 TIRES FOR UNIT # 21
									ACCOUNT TOTAL	20.90	
009672	643000										
		002471	CINTAS CORPORATION #	4141432243	0	2023	4	INV P	238.47	011323	294846 SC#8200044758- UNIF

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION	
002471 CINTAS CORPORATION # 4142100169				0	2023	4	INV P	288.45	011323	294846	SC#8200044758- UNIF	
								526.92				
ACCOUNT TOTAL								526.92				
009672 739900				OTHER EQUIPMENT								
003843 PARISH TRACTOR (HATT 03-E01157				2301191	2023	4	INV P	41,985.00	011323	294928	KUBOTA KX040-4R1A E	
ACCOUNT TOTAL								41,985.00				
ORG 009672 TOTAL								50,803.60				
009673				W&S O&M-WATER PLANT DIVISION								
009673 501000				OTHER EXPENDABLE OFF.SPL								
004327 STANDARD OFFICE SUPP H12542-00				2301305	2023	4	INV P	90.22	011323	294966	DAILY LEDGER/ DIARY	
ACCOUNT TOTAL								90.22				
009673 513000				CHEMICALS								
002094 ALLIED UNIVERSAL COR I2830582				2301105	2023	4	INV P	2,364.00	011323	294815	150LB CHLORINE CYLI	
002094 ALLIED UNIVERSAL COR I2830583				2301105	2023	4	INV P	985.00	011323	294815	150LB CHLORINE CYLI	
002094 ALLIED UNIVERSAL COR I2830584				2301105	2023	4	INV P	788.00	011323	294815	150LB CHLORINE CYLI	
002094 ALLIED UNIVERSAL COR I2830585				2301105	2023	4	INV P	788.00	011323	294815	150LB CHLORINE CYLI	
								4,925.00				
ACCOUNT TOTAL								4,925.00				
009673 604900				OTHER PROFESSIONAL SERV.								
002288 BONNER ANALYTICAL TE 78681				0	2023	4	INV P	1,474.49	011323	294831	DEC.2022 ROUTINE SA	
002288 BONNER ANALYTICAL TE 78811				0	2023	4	INV P	28.91	011323	294831	COLIFORM TESTING- C	
								1,503.40				
002380 BYRD, WADE J.				BYRD012023	0	2023	4	INV P	3,000.00	011323	294836	OPERATOR OF RECORD,
003614 MISSION COMMUNICATIO 1069879				0	2023	4	INV P	1,389.60	011323	294911	ANNUAL CELLULAR SER	
003614 MISSION COMMUNICATIO 1072059				0	2023	4	INV P	2,431.80	011323	294911	ANNUAL CELLULAR SER	
								3,821.40				
048434 AMERICAN TANK				ATM012023	0	2023	4	INV P	86,737.56	011323	294816	QUARTERLY TANK MAIN
ACCOUNT TOTAL								95,062.36				
009673 630500				ELECTRICITY								
003700 MS POWER COMPANY E2022 12.29.22				0	2023	4	INV P	770.63	011323	294915	MS POWER 4100 O FER	
003700 MS POWER COMPANY E2022-20 DEC				0	2023	4	INV P	11,723.61	011323	294915	MISSISSIPPI POWER V	
003700 MS POWER COMPANY E2023-05-JAN				0	2023	4	INV P	20,204.61	011323	294915	MISSISSIPPI POWER-	
								32,698.85				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4										
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E	2022- dec 30			0	2023 4	INV P	5,704.73	011323	
003873	PEARL RIVER VALLEY E	2022-27 DEC			0	2023 4	INV P	55.99	011323	294932 PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2022-30-DEC			0	2023 4	INV P	69.51	011323	294932 PEARL RIVER VALLEY
								5,830.23		
ACCOUNT TOTAL								38,529.08		
009673	639400									
003040	HAVARD PEST CONTROL	2058785			0	2023 4	INV P	50.00	011323	294880 HAVARD PEST CONTROL
ACCOUNT TOTAL								50.00		
009673	643500									
002471	CINTAS CORPORATION #	4141431759			0	2023 4	INV P	72.04	011323	294846 SC#8200044758- MOPS
ACCOUNT TOTAL								72.04		
009673	687000									
047011	JANI-KING OF SOUTH E	C01230009			2300340	2023 4	INV P	483.00	011323	294890 MB#2022-831 TWO QUO
ACCOUNT TOTAL								483.00		
ORG 009673 TOTAL								139,211.70		
009676										
009676	513000									
002443	CERTIFIED LABORATORI	8068903			2301192	2023 4	INV P	4,986.25	011323	294844 CHERRY FLOW FOR SEW
ACCOUNT TOTAL								4,986.25		
009676	570000									
002700	EAGLE TIRE AND SERVI	INV070199			2301301	2023 4	INV P	129.32	011323	294858 TRAILER TIRES -- WA
ACCOUNT TOTAL								129.32		
009676	630500									
003700	MS POWER COMPANY	E2022-20 DEC			0	2023 4	INV P	3,841.67	011323	294915 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2023-05-JAN			0	2023 4	INV P	942.68	011323	294915 MISSISSIPPI POWER-
								4,784.35		
ACCOUNT TOTAL								4,784.35		
009676	638400									
002700	EAGLE TIRE AND SERVI	INV070199			2301301	2023 4	INV P	5.00	011323	294858 TRAILER TIRES -- WA
ACCOUNT TOTAL								5.00		
ORG 009676 TOTAL								9,904.92		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4																					
ACCOUNT/VENDOR				INVOICE				PO		YEAR/PR TYP S				WARRANT		CHECK		DESCRIPTION			
009677								W&S O&M-SEWER		LAGOON DIV.											
009677 604900										OTHER PROFESSIONAL SERV.											
002288 BONNER ANALYTICAL TE				78719				0		2023 4 INV P				2,289.01 011323		294831		NPDES MONITORING FO			
										ACCOUNT TOTAL				2,289.01							
009677 630500										ELECTRICITY											
003700 MS POWER COMPANY				E2022-20 DEC				0		2023 4 INV P				551.78 011323		294915		MISSISSIPPI POWER V			
003700 MS POWER COMPANY				E2023-05-JAN				0		2023 4 INV P				16,731.32 011323		294915		MISSISSIPPI POWER-			
														17,283.10							
003873 PEARL RIVER VALLEY E				2022 12.22.22				0		2023 4 INV P				100.00 011323		294932		PRVEPA OAKWOOD DR L			
003873 PEARL RIVER VALLEY E				2022- dec 30				0		2023 4 INV P				2,899.91 011323		294932		PEARL RIVER VALLEY-			
003873 PEARL RIVER VALLEY E				2022-27 DEC				0		2023 4 INV P				44.19 011323		294932		PEARL RIVER VALLEY-			
003873 PEARL RIVER VALLEY E				2022-30-DEC				0		2023 4 INV P				718.72 011323		294932		PEARL RIVER VALLEY			
														3,762.82							
										ACCOUNT TOTAL				21,045.92							
009677 638000										FIXED EQUIPMENT R&M											
003348 L & A CONTRACTING CO				483-229				0		2023 4 INV P				33,556.32 011323		294897		MB2016-64:LAGOONS A			
										ACCOUNT TOTAL				33,556.32							
										ORG 009677 TOTAL				56,891.25							
FUND 009 WATER & SEWER OPERATION/MAINT.										TOTAL:				272,277.67							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4																
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S				WARRANT		CHECK	DESCRIPTION				
011000				WATER & SEWER				BALANCE SHEET								
011000				METER SECURITY DEPOSITS												
048114	EMPOWERING YOU	120897	87298	0	2023	4	INV	P	75.00	011323	294864	METER DEP REF	87292			
048198	SHOEMAKER PROPERTIES	120556	86962	0	2023	4	INV	P	5.92	011323	294953	METER DEP REF	86962			
049529	KP WEST WOOD LLC	120218	86630	0	2023	4	INV	P	75.00	011323	294895	METER DEP REF	86630			
049557	DEANA BLANCH	120248	86660	0	2023	4	INV	P	14.80	011323	294855	METER DEP REF	86660			
049558	JAMES HILTON JR	119320	85758	0	2023	4	INV	P	30.29	011323	294889	METER DEP REF	85758			
049559	JERRY SMITH	52786	11190	0	2023	4	INV	P	20.00	011323	294891	METER DEP REF	11190			
049560	ANNIE BOLTON	30407	12959	0	2023	4	INV	P	20.00	011323	294817	METER DEP REF	12959			
049561	CARLETTE HILL	90866	59883	0	2023	4	INV	P	42.72	011323	294841	METER DEP REF	59883			
049562	NELL BOLES	91063	60066	0	2023	4	INV	P	14.80	011323	294919	METER DEP REF	60066			
049563	PATRICIA A JONES	95937	64395	0	2023	4	INV	P	14.80	011323	294929	METER DEP REF	64395			
049564	KELSEY T MEDLEY	113571	80318	0	2023	4	INV	P	8.80	011323	294894	METER DEP REF	80318			
049565	TATUM FREEMAN	117559	84049	0	2023	4	INV	P	14.80	011323	294968	METER DEP REF	84049			
049566	ALEXIS T WATSON	118778	85235	0	2023	4	INV	P	44.80	011323	294813	METER DEP REF	85235			
049567	OLIVIA PEYTON	119627	86055	0	2023	4	INV	P	75.00	011323	294925	METER DEP REF	86055			
049568	WAVERLY MYERS	120793	87196	0	2023	4	INV	P	14.80	011323	294984	METER DEP REF	87196			
049569	SOUTH MS LAND LLC	120908	87309	0	2023	4	INV	P	75.00	011323	294958	METER DEP REF	87309			
049570	CODY MORENO	120996	87396	0	2023	4	INV	P	75.00	011323	294849	METER DEP REF	87396			
049571	ROBERT A DELMAS IV	71636	42698	0	2023	4	INV	P	40.00	011323	294947	METER DEP REF	42698			
049572	DOROTHY N COOK	87279	56614	0	2023	4	INV	P	14.80	011323	294857	METER DEP REF	56614			
049573	HAMUD FAMILY TRUST 2	111283	78272	0	2023	4	INV	P	300.00	011323	294877	METER DEP REF	78272			
049574	REBECCA MASON	118064	84540	0	2023	4	INV	P	14.80	011323	294941	METER DEP REF	84540			
049575	HAUTE ADDICTION	118328	84802	0	2023	4	INV	P	13.29	011323	294879	METER DEP REF	84802			
049576	NICKOLAS WARD	120230	86642	0	2023	4	INV	P	18.00	011323	294921	METER DEP REF	86642			
049577	JO SEYMOUR	93540	62288	0	2023	4	INV	P	14.80	011323	294892	METER DEP REF	62288			
049578	HOOPER LAVIGNE	116035	82585	0	2023	4	INV	P	14.80	011323	294885	METER DEP REF	82585			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION	
049579	SIGMA PROPERTIES	120598	87002	0	2023	4	INV P	18.00	011323	294955	METER DEP REF	87002
049580	ROY AND FAYE	121105	87506	0	2023	4	INV P	14.80	011323	294950	METER DEP REF	87506
ACCOUNT TOTAL								1,084.82				
011000	115000	COLLECTION FEES										
002058	ADELA INC	040201490000	11/22	0	2023	4	INV P	529.59	011323	294811	WATER COLLECTION FE	
ACCOUNT TOTAL								529.59				
ORG 011000 TOTAL								1,614.41				
011660	WATER & SEWER-CUST.ACCT.DIV.											
011660	6835WT	WATER RELATED REFUND										
049555	ROBERT L HILL	102395	70213	0	2023	4	INV P	18.00	011323	294948	OVERPAYMENT	70213
049556	NOAH MILLER	81338	51410	0	2023	4	INV P	521.70	011323	294922	OVERPAYMENT	51410
049582	CHARLOTTE FRANSTED	120388	86797	0	2023	4	INV P	950.00	011323	294845	OVERPAYMENT	86797
049583	PRVO CENTRAL OFFICE	20376		0	2023	4	INV P	182.28	011323	294939	OVERPAYMENT	20376
049583	PRVO CENTRAL OFFICE	20941		0	2023	4	INV P	244.42	011323	294939	OVERPAYMENT	20941
								426.70				
ACCOUNT TOTAL								1,916.40				
ORG 011660 TOTAL								1,916.40				
FUND 011 WATER & SEWER FUND						TOTAL:		3,530.81				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION	
072201						MUN.ROAD&BRIDGE-STREET DIV						
072201 723025						CTRY.CLUB RD. INTERSECTN.						
004197 SHOWS DEARMAN & WAIT 23194						0	2023	4	INV P	8,839.61	011323	294954 MB 2021-171 COUNTRY
ACCOUNT TOTAL									8,839.61			
ORG 072201 TOTAL									8,839.61			
FUND 072 MUNICIPAL ROAD & BRIDGE									TOTAL: 8,839.61			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
073570		MASS TRANSIT-TRANSPORTATION									
073570 606000				TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X010823	0	2023	4	INV P	177.90	011323	294824	MB2016-287/WIRLESS	
ACCOUNT TOTAL							177.90				
073570 643000				UNIFORM RENT							
002471	CINTAS CORPORATION # 4141432018		0	2023	3	INV P	148.46	011323	294846	HCT UNIFORM RENTALS	
ACCOUNT TOTAL							148.46				
073570 686800				JARC-OPERATIONS							
002956	GROVE TRANSIT	JARC INV12-04-17-22	0	2023	3	INV P	4,871.00	011323	294875	JARC GRANT MB#2020-	
ACCOUNT TOTAL							4,871.00				
073570 687000				CUSTODIAL SERVICE							
002037	AB SUPPORT SERVICES 4B1011		2301150	2023	4	INV P	300.00	011323	294809	TWO QUOTE - JANITOR	
ACCOUNT TOTAL							300.00				
ORG 073570 TOTAL							5,497.36				
FUND 073 MASS TRANSIT FUND				TOTAL:			5,497.36				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
075695				W&S CONSTR.-CAPITAL PROJECTS							
075695 601500				ENGINEERING							
004197 SHOWS DEARMAN & WAIT 23195				0	2023	4	INV P	49,300.00	011323	294954	MB 2012-1/34 I & I
ACCOUNT TOTAL								49,300.00			
075695 729569				WTR PLANT #1 REHAB-PHASE I							
004197 SHOWS DEARMAN & WAIT 23150				0	2023	4	INV P	6,217.50	011323	294954	MB 2017-81 WATER PL
ACCOUNT TOTAL								6,217.50			
ORG 075695 TOTAL								55,517.50			
FUND 075 WATER&SEWER CONSTRUCTION FUND				TOTAL:		55,517.50					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650	COMMUNITY CTR-ADMIN/GENERAL								
077650	606000	TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X010823	0	2023	4	INV P	61.30	011323	294824 MB2016-287/WIRLESS
ACCOUNT TOTAL							61.30		
077650	630000	GAS							
004321	SPIRE	G2022-28-DEC	0	2023	4	INV P	2,132.78	011323	294965 SPIRE(WILMUT GAS) V
ACCOUNT TOTAL							2,132.78		
077650	630500	ELECTRICITY							
003700	MS POWER COMPANY	E2022-20 DEC	0	2023	4	INV P	3,508.31	011323	294915 MISSISSIPPI POWER V
003700	MS POWER COMPANY	E2023-05-JAN	0	2023	4	INV P	2,802.04	011323	294915 MISSISSIPPI POWER-
							6,310.35		
ACCOUNT TOTAL							6,310.35		
077650	638000	FIXED EQUIPMENT R&M							
003175	INDEPENDENT ELEVATOR 4047	2301095	2023	4	INV P		187.95	011323	294887 ELEVATOR INSPECTION
ACCOUNT TOTAL							187.95		
077650	639400	DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	2058771	0	2023	4	INV P	115.00	011323	294880 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2058773	0	2023	4	INV P	48.00	011323	294880 HAVARD PEST CONTROL
							163.00		
ACCOUNT TOTAL							163.00		
077650	715019	JDS COM CTR(CEILING/FLOOR							
004234	SMITH, JIM SERVICES	0000092535	2301146	2023	4	INV P	11,500.00	011323	294956 TWO-QUOTE HOT WATER
ACCOUNT TOTAL							11,500.00		
ORG 077650 TOTAL							20,355.38		
FUND 077 COMMUNITY CENTERS' FUND							TOTAL:	20,355.38	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
088603								PUBLIC SAFETY/REC CONSTRUCTION	
088603	729501							HALL AVENUE OVERPASS	
002515	COLONY CONSTRUCTION	HALL ROUNDABOUT #2	0	2023	4 INV P	72,432.43	011323	294850 MB	2021-480 HALL AV
					ACCOUNT TOTAL	72,432.43			
					ORG 088603 TOTAL	72,432.43			
FUND 088	PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:	72,432.43			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/3 TO 2023/4												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
				INFRA IMPROVE-INTRNT SALES TAX								
097201	721006	N 28TH AVE BRIDGE										
047493	HOLLIDAY CONSTRUCTIO	N 28TH BRIDGE #4	0	2023 4 INV P	66,388.45	011323	294884	MB	2021-456	N. 28TH		
					ACCOUNT TOTAL	66,388.45						
097201	723029	HARDY ST ROUNDABOUT										
047056	WARREN PAVING INC	HARDY ROUNDABOUT #11	0	2023 4 INV P	79,459.74	011323	294982	MB	2021-143	HARDY S		
					ACCOUNT TOTAL	79,459.74						
					ORG 097201	TOTAL	145,848.19					
FUND 097					INFRA IMPROVE-INTRNT SALES TAX	TOTAL:	145,848.19					

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01/11/2023 14:28
6050sjackson

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

P 29
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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		967,823.87
002 PARKS & RECREATION FUND		24,510.97
009 WATER & SEWER OPERATION/MAINT.		272,277.67
011 WATER & SEWER FUND		3,530.81
072 MUNICIPAL ROAD & BRIDGE		8,839.61
073 MASS TRANSIT FUND		5,497.36
075 WATER&SEWER CONSTRUCTION FUND		55,517.50
077 COMMUNITY CENTERS' FUND		20,355.38
082 COMMUNITY DEVELOP. BLOCK GRANT		200.00
088 PUBLIC SAFETY/REC CONSTRUCTION		72,432.43
097 INFRA IMPROVE-INTRNT SALES TAX		145,848.19
801 CLAIMS FUND		
	1,576,833.79	
TOTAL	1,576,833.79	1,576,833.79

** END OF REPORT - Generated by Sherry Jackson **