



Tuesday, September 5, 2023
4:00 PM

City Council
Tuesday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Call to Prayer and Pledge of Allegiance

Public Hearing

1. **2023-590** Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
- Attachments:**
1. PH 09 05 2023 Request to Set Public Hearing Memo
 2. 1. 112 Kensington Drive
 3. 2. 312 W 4th Street
 4. 3. 315 Miller Street
 5. 4. 403 Miller Street
 6. 5. 413 Miller Street
 7. 6. 525 Louise Street
 8. 7. 100 South Street AKA 546 W 4th Street
 9. 8. 1114 Vernon Street
 10. 9. 506 and 521 Barnes Avenue

Presentation Agenda

Citizen's Forum

Agenda Adjustments - Add Policy Items #22 and #23 as follows:

22. **2023-623** Approval of amended budget for the Hattiesburg Convention Commission for FY2023.
23. **2023-624** Acknowledge receipt of and approve the 2024 budget of the Hattiesburg Convention Commission.

POLICY AGENDA

1. **2023-603** Approve the minutes for the August 21, 22 & 29, 2023 meetings of the City Council.
2. **2023-615** Adopt an Ordinance amending Ordinance 2615 establishing and amending fees for the Hattiesburg Fire Department.
3. **2023-591** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
4. **2023-616** Adopt a Resolution setting Public Hearing on Monday, October 2, 2023 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
5. **2023-612** Adopt a Resolution to adopt the budget for the City of Hattiesburg, Mississippi for the fiscal year beginning October 1, 2023 and ending September 30, 2024.
6. **2023-592** Adopt a Resolution declaring portions of property identified as Forrest County Parcel PPIN 20852 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into enter an administrative settlement with Mary Barnett, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$7,079.15 to Mary Barnett for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
7. **2023-598** Adopt a Resolution declaring portions of property identified as Forrest County Parcel PPINs 17802, 17803, 20813, 20814, 46013, 17801, and 17800 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into enter an administrative settlement with Hattiesburg Clinic P.A., and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$200,158.00 to Hattiesburg Clinic P.A., and the acceptance of donation of portion of other portions of property, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
8. **2023-599** Adopt a Resolution declaring portions of property identified as Forrest County Parcel PPIN 20853 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into enter an administrative settlement with Trustees of L. Andrew Dews Sr. Revocable Trust, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$59,371.83 to Trustees of L. Andrew Dews Sr.

Revocable Trust, for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

9. **2023-600** Adopt a Resolution declaring portions of property identified as Forrest County Parcel PPIN 20851 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into enter an administrative settlement with LADRE, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$11,551.33 to LADRE, LLC, for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

10. **2023-613** Adopt a Resolution declaring a portion of the property identified as Forrest County Parcel PPIN 2622;1486;1482 necessary for public use, establishing just compensation and authorizing the Mayor to make fair market value offer to William A. Powe Trust and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

11. **2023-604** Adopt a Resolution declaring equipment as surplus and authorize the disposal of said equipment and authorize removal of equipment from the city inventory of the Parks and Recreation Department. (per attached memos)

12. **2023-611** Adopt a Resolution providing support for the Downtown Hattiesburg Association, serving as the local Main Street non-profit organization pursuant to Mississippi Code 21-19-44.1, application to the 2024 Mississippi Main Street Revitalization Grant Program.

13. **2023-597** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Unified Neighborhood Infrastructure Improvements Project Phase I and authorize the Mayor to execute in duplicate.

14. **2023-510** Approve Sanitary Sewer Agreement by and between the City of Hattiesburg and Love's Travel Stops and Country Stores, Inc. for the acceptance and treatment of Domestic Wastewater and authorize the Mayor to execute the same.

15. **2023-596** Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

16. **2023-606** Approve Supplemental Agreement No. 1 with Colony Construction, LLC for the Hall Avenue Roundabout project (No. FBLD-8769-00(001)LPA 108639-801000) to account for a change in materials at an additional cost of \$41,379.00, and authorize the Mayor to execute said agreement.

17. **2023-618** Approve and authorize Request For Proposals to provide professional services authoring a Master Plan for the future development of portions of Broadway Drive and West Pine Street; authorizing publication of advertisement for same.

18. **2023-617** Adopt a Resolution approving a 180-day moratorium on any commercial and/or multi-family development in the Broadway Drive and West Pin Corridors and for related purposes.

19. **2023-609** Approve Funding Grant Agreement between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding associated with improvements in Midtown as specified in Section 28 of House Bill 603 (ku) of the 2023 legislative session and authorize Mayor to execute any and all necessary documents.

20. **2023-610** Approve Funding Grant Agreement between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding associated with improvements in Midtown as specified in Section 28 of House Bill 603 (ds) of the 2023 legislative session and authorize Mayor to execute any and all necessary documents.

21. **2023-608** Ratify and confirm the Mayor's appointment of Herman Dungan (W5) to the Hattiesburg Board of Adjustment, filling the unexpired term of Lucy Parkman (W5) beginning December 3, 2022, and ending December 2, 2025.

ROUTINE AGENDA

1. **2023-595** Acknowledge receipt of the two quote docket for the period of July 29, 2023 through August 25, 2023.

2. **2023-593** Acknowledge the issuance of a corrected cemetery deed to Legend Walley, due to an incorrect description (as recorded in File 2023-533) .

3. **2023-607** Acknowledge receipt of forfeiture of (1) one 2014 Dodge Ram 1500 pickup and authorize said vehicle to be placed in the Hattiesburg Police Department inventory.

4. **2023-574** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}

5. **2023-594** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

6. **2023-602** Approve claims docket for the period ending August 31, 2023.

In Memoriam:

Meeting Adjourn

- Mrs. Catherine Scarborough
- Mr. Jimmy Buffett
- Representative Mac Huddleston
- Mr. Keith Cascio



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Director of Urban Development

DATE: September 5, 2023

RE: Hold Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Tuesday, September 5, 2023 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1	112 Kensington Drive	12743	3	US, DS	Demo	\$10,000	\$1,500
2	312 West 4th Street	20533	2	DS, AV, AG&R	Demo	\$5,000	\$2,500
3	315 Miller Street	20574	2	OGL	Cut/Clean	\$1,500	\$1,500
4	403 Miller Street	20563	2	AB, OGL, AG&R	Cut/Clean	\$3,000	\$1,500
5	413 Miller Street	19678	2	AB, DB, OGL, AG&R	Cut/Clean	\$5,000	\$2,500

6	506/521 Barnes Avenue	9602	5	AB, DB, OGL	Demo	\$10,000	\$1,500
7	525 Louise Street	19603	2	DB, AG&R	Cut/Clean	\$4,000	\$2,000
8	546 West 4th Street/100 South Street	19728	4	DS, OGL, AG&R	Demo	\$10,000	\$5,000
9	1114 Vernon Street	13516	5	AB, DB, TL	Demo	\$10,000	\$1,500

Garbage & Rubbish=GAR/RUB

Accumulation of Garbage and Rubbish = AG&R

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Owner Responsibility=OR

Hazardous Tree = HT

Exterior Structure = ES

Clean Pool = POOL

Trash & Litter = T&L

Case # 1

Case History For 112 KENSINGTON DR.

Ward: 3

Action Center: 05-23-010986

Date: 07/26/23

PPIN: 12743

Owner: Property Savers, LLC

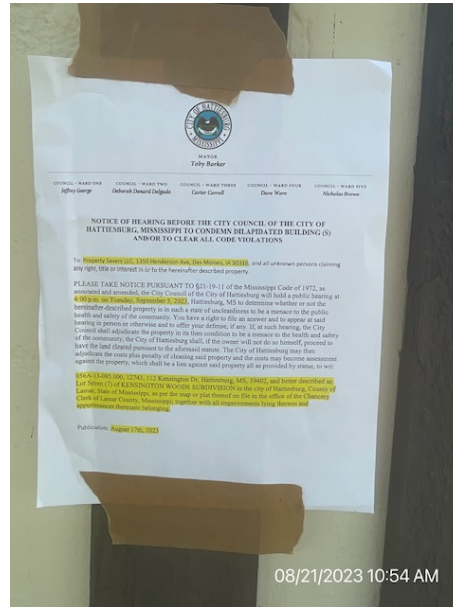
Violations: US, DS

Case History: This property has a burned, unsafe structure. The structure has burned to the point that the roof has caved in and the structure only has walls that are extremely unsafe to the community. Property also has a lot of trash and garbage around the yard.

Inspector:

Robert Extine

601-545-4600





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

PUBLIC NOTICE
NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Property Savers LLC, 1350 Henderson Ave, Des Moines, IA 50316; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 5, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

056A-13-085.000, 12743, 112 Kensington Dr, Hattiesburg, MS, 39402, and better described as: Lot Seven (7) of KENSINGTON WOODS SUBDIVISION in the city of Hattiesburg, County of Lamar, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi; together with all improvements lying thereon and appurtenances thereunto belonging.

Publication: August 17th, 2023

112 Kensington Dr.
PPIN: 12743

7016 0340 0001 0663 4542

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

PROPERTY SAVERS LLC
1350 HENDERSON AVE.

HALETSBURG, MS
AUG 2023
Postmark Here

Case # 2

Case History For 312 West 4th Street

Ward: 3

Action Center: 06-23-011165

Date: 06/22/2023

PPIN: 20533

Owner: James Franklin

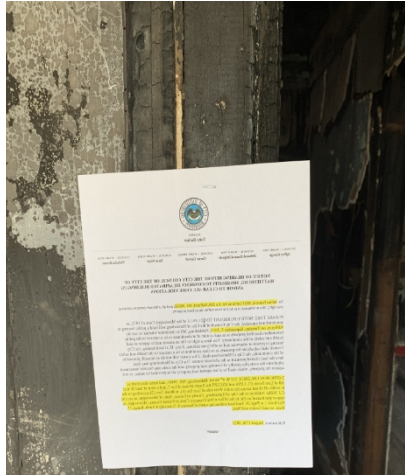
Violations: DS, AV, AG&R

Case History: This property burned recently, however it has been in a deteriorating state for some time. This property has been written up by Code Enforcement four times in the last three years. There is very little that can be done to reinforce this structure to rehabilitate it and it is posing a danger to the community. Code Enforcement is requesting resolution from City Council to demolish the remaining structure and clean the debris that is left.

Inspector:

Whit Sanguinetti

601-554-1011





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

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE
VIOLATIONS**

To: James Franklin, 8927 Lorraine Rd. Ste 204, Gulfport, MS. 39503; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 5, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

2-029K-09-011.00, 20533, 312 W 4th Street, Hattiesburg, MS. 39401, and better described as: All of Lots Seven (7), LESS and EXCEPT the South 40 feet of Lot 7, and a strip of land 20 feet in width off of and across the entire West side of Lots Six (6), in Block Two (2) according to the C.J. Miller Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 1 at Page 28. Said land embracing a part of Section 9, Township 4 North, Range 13 West, in said County and State.

Publication: August 17th, 2023

312 West 4th Street

PPIN: 20533

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39501-9988 11/28/2023

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AUG 2023

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☐ Return Receipt (electronic)	\$
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☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

JAMES FRANKLIN
8927 LORRAINE RD.
STE 204
GULFPORT, MS. 39503

for Instructions

Case # 3

Case History For 315 Miller Street

Ward: 2

Action Center: 07-23-011260

Date: 07/14/2023

PPIN: 20574

Owner: Rickey Lindsey

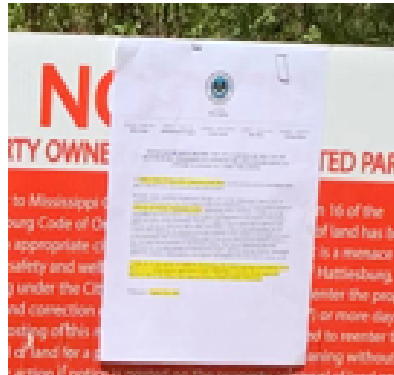
Violations: OGL

Case History: This property has been a problem for Code Enforcement for many years. It was purchased by its current owner in 2016 and was condemned and demolished by the City of Hattiesburg in 2018. Since that time there has been no action from the owner to maintain the property. Code Enforcement is requesting resolution from City Council to cut and clean the property.

Inspector:

Whit Sanguinetti

601-554-1011





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

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Rickey Lindsey, P O Box 18751, Hattiesburg, MS. 39404; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 5, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

2-029K-09-135.00, 20574, 315 Miller St, Hattiesburg, MS, 39404, and better described as: Lot 9, Block 5, C. J. Miller Survey, and Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: August 17th, 2023

315 Miller Street

PPIN: 20574

7016 1970 0000 1512 5818

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☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

RICKEY LINDSEY
P.O. BOX 18751
HATTIESBURG, MS. 39404

for Instructions

Postmark Here

39404-3958 HATTIESBURG MS AUG 2008

Case # 4

Case History For 403 Miller Street

Ward: 2

Action Center: 06-23-01180

Date: 07/31/2023

PPIN: 403 Miller Street

Owner: Joyce Landrum

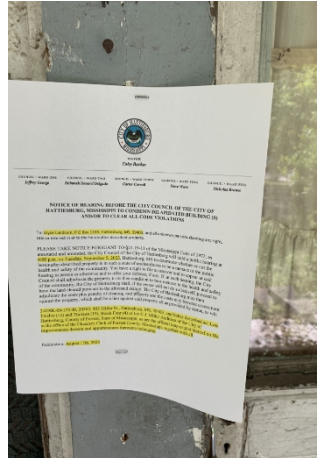
Violations: AB, OGL, AG&R

Case History: Code Enforcement has enlisted help from many people to try to get in touch with the owner of the property or their relatives with no response. This property has been a problem for the neighborhood for a long period of time. Code Enforcement is requesting City Council Resolution to cut, clean, and close the property.

Inspector:

Whit Sanguinetti

601-554-1011





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

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Joyce Landrum, P O Box 1333, Hattiesburg, MS. 39403; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 5, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

2-029K-09-133.00, 20563, 403 Miller St., Hattiesburg, MS, 39403, and better described as: Lots Twelve (12) and Thirteen (13), Block Four (4) of the C.J. Miller Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official 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.

Publication: August 17th, 2023

403 Miller Street

PPIN: 20563

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JOYCE LANDRUM
P.O. BOX 1333
HATTIESBURG, MS. 39403

for Instructions

Case # 5

Case History For

413 Miller Street

Ward: 2

Action Center: 01-23-010692

Date: 07/31/2023

PPIN: 19678

Owner: William Slocum

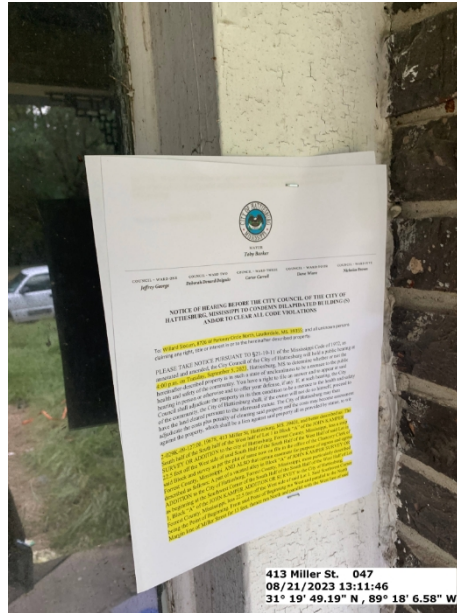
Violations: AB, DB, OGL, AG&R

Case History: Code Enforcement issued a citation to this property owner and he appeared in court and plead guilty to all charges. By written judges order, the city has the authority to bring the property into compliance as of August 13, 2023. Code Enforcement is requesting City Council Resolution to demolish the rear compromised portion of the structure and clean, close, and secure the property.

Inspector:

Whit Sanguinetti

601-554-1011





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

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE
VIOLATIONS**

To: Willard Slocum, 8726 W Parkway Circle North, Lauderdale, MS. 39355; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 5, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

2-029K-09-127.00, 19678, 413 Miller St, Hattiesburg, MS. 39401, and better described as: The South half of the South half of the West half of Lot 1 in Block "A" of the JOHN KAMPER SURVEY OR ADDITION to the city of Hattiesburg, Forrest County, Mississippi, less a strip 22.5 feet off the West side of said South Half of the South Half of the West Half of said Lot in said Block and survey as per the plat of same now on file in the office of the Chancery Clerk of Forrest County, Mississippi. AND ALSO that certain easement for purpose of ingress and egress described as follows: A part of a vacated alley in Block "A" of JOHN KAMPER SURVEY OR ADDITION to the City of Hattiesburg, Forrest County, Mississippi, more particularly described as beginning at the Southwest Corner of the South Half of the South Half of the West Half of Lot 1, Block "A" of the JOHN KAMPER ADDITION OR SURVEY to the City of Hattiesburg, Forrest County, Mississippi, less 22.5 feet off the West side of said Lot 1. Said Southwest Corner being the Point of Beginning. From said Point of Beginning run West and parallel to the North Margin line of Miller Street for 13 feet, thence run North and parallel with the West line of said Lot 1 for 130 feet, thence run East and parallel with the North Margin line of Miller Street for 13 feet, thence run South and parallel with the west line of said Lot 1 for 130 feet back to the Point of Beginning.

Publication: August 17th, 2023

413 Miller Street

PPIN: 19678

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☐ Return Receipt (electronic)	\$
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☐ Adult Signature Required	\$
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HATTIESBURG, MS. 39403

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HATTIESBURG MS
JUN 16 2022

12345678910111213141516171819202122232425262728293031

Case # 6

Case History For

525 Louise Street

Ward: 2

Action Center: 07-23-011261

Date: 07/14/2023

PPIN: 19603

Owner: S Lavon Evans Jr. Realty LLC

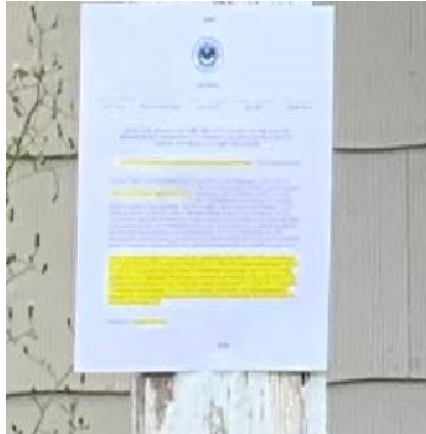
Violations: DB, AG&R

Case History: This property has been a problem for Code Enforcement for many years. Since it was purchased by its current owner, there has been no action on their part to remedy the violations that existed when they purchased. It is a large nuisance to the neighborhood. Code Enforcement is requesting resolution from City Council to cut and clean the property and install preventative measures to close and secure the structure.

Inspector:

Whit Sanguinetti

601-554-1011





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

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE
VIOLATIONS**

To: S. Lavon Evans Jr. Realty LLC, 1012 Spencer Street, Hattiesburg, MS. 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 5, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

2-029K-09-196.00, 19603, 525 Louise Street, Hattiesburg, MS, 39401, and better described as: Lot 17 less the North 50 feet thereof of Block One (1) of the John Kamper Subdivision of Blocks "D" and "E" of the John Kamper Addition of Hattiesburg, Mississippi, and of the C. J. Miller Addition No. 3 to Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being located in the N ½ of the NE ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, and being designated as Municipal No. 525 Louise Street, in the City of Hattiesburg, Mississippi. Block 001 Section 09 Township 04N Range 13W.

Publication: August 17th, 2023

525 Louise Street

PPIN: 19603

7017 0190 0000 0610 2101

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S. LAVON EVANS JR REALTY LLC
1012 SPENCER STREET
HATTIESBURG, MS. 39401

for Instructions

Case # 7

Case History For

100 South Street/546 W 4th Street

Ward: 4

Action Center: 08-22-010244

Date: 06/06/2023

PPIN: 19728

Owner: Nathaniel & Felicia Hibbler

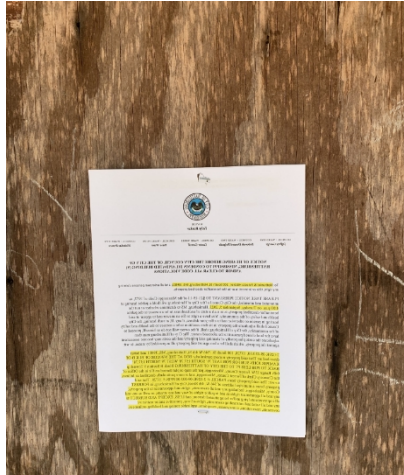
Violations: DS, OGL, AG&R

Case History: This property has been in a state of disrepair and lacking property maintenance for some time. The roof structure collapsed from a previous weather incident and has never been repaired. So much time has passed in the middle of the building at this time. There have been many conversations with the listed owners with no action taken from them. Code Enforcement is requesting resolution from City Council to demolish the remaining structure and clean the property.

Inspector:

Whit Sanguinetti

601-554-1011





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

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE
VIOLATIONS**

To: Nathaniel & Felecia Hibbler, 100 South St/546 W 4th St, Hattiesburg, MS. 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 5, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

2-029K-09-033.00, 19728, 100 South St./546 W 4th St, Hattiesburg, MS, 39401 and better described as: That said property is more particularly: BEG AT THE NW/COR OF BLK B OF KAMPER JOHN SUB FOR POB EAST 79' SOUTH 157.78' WEST 79' NORTH 157.78' BACK TO POB LESS PT TO THE CITY OF HATTIESBURG Block B Section 9 Township 04N Range 13W Forrest County, Mississippi, per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, and is more particularly described as follows, to-wit: That said property bears PARCEL #: 2-029K-09-033.00 PPIN # 19728. That said property bears a municipal address of 546 W. 4th Street, City of Hattiesburg, in FORREST County, Mississippi. Including any and all easements, rights and appearances to the property, any and all appurtenant rights in and to public rights-of-way and any streets; as well as any and all improvements lying and/or being situated thereon; and LESS, EXCEPT AND SUBJECT to any and all valid and outstanding easements, rights-of-way, protective and/or restrictive covenants, reservations, conveyances, exceptions, applicable zoning and building ordinances, power line easements, and/or other easements of rights of way of record in the Official Records of FORREST Mississippi and o with such other State or local agency where such matters may be found.

Publication: August 17th, 2023

100 South Street/546 W 4th
Street

PPIN: 19728

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NATHANIEL & FELECIA HIBBLER
100 SOUTH ST.
HATTIESBURG, MS. 39401

PS Form 3800, April 2013 PSN 7530-02-000-9000 Instructions

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HATTIESBURG MS 39401-9999
JUN 15 2023

Case # 8

**Case History For
1114 Vernon Street**

Ward: 5

Action Center: 2-038G-15-047.00

Date: 07/06/23

PPIN: XXXXX

Owner: Jimmy Brown

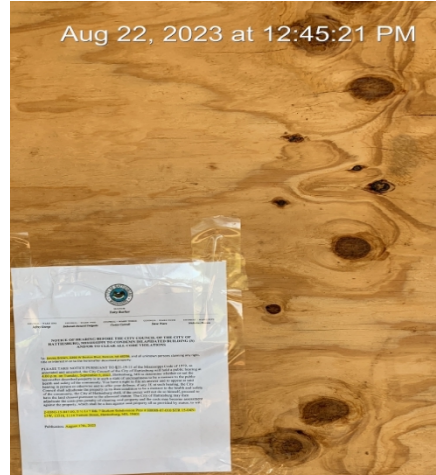
Violations: AB, DB, TL

Case History: This property has been in an abandoned state which has been continued for several years now. Code Enforcement is seeking Council Resolution to resolve this issue.

Inspector:

Tywan Kidd

601-554-1007





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

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Jimmy Brown, 2266 W Boston Blvd, Detroit, MI 48206; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 5, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

2-038G-15-047.00, S ½ Lt 7 Blk 7 Burkett Subdivision Prev # H0088-07-010 STR 15-04N-13W, 13516, 1114 Vernon Street, Hattiesburg, MS, 39401

Publication: August 17th, 2023

1114 Vernon Street

PPIN: 13516

5285 2151 0000 0461 9102

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Postage
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Total Postage and Fees
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JIMMY BROWN
2266 W BOSTON BLVD.
DETROIT, MI. 48206

for Instructions

39401-9998 15PR
AUG 2023
TUES 1013 MS
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None

10111213
141516171819
202122232425262728293031

Case # 9

Case History For 506/521 Barnes Ave.

Ward: 5

Action Center: 09-20-008340

Date: 06/01/23

PPIN: 9602

Owner: Emma Pugh

Violations: AB, DB, OGL

Case History: This property has been in an abandoned state which has continued for several years now. Code Enforcement seeks Council Resolution to resolve the issue.

Inspector:

Tywan Kidd

Office Phone #





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

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Emma Pugh, 506 Barnes Ave, Hattiesburg, MS. 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 5, 2023, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

2-042G-25-140.00, 9602, 506/521 Barnes Ave, Hattiesburg, MS, 39401, and better described as: Lot Twelve (12), Block Two (2) of the Tosh Barnes Subdivision, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, and files in plat cabinet A, slot 113

Publication: August 17th, 2023

506/521 Barnes Ave.

PPIN: 9602

7017 0190 0000 5162 8322

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Postage
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Total Postage and Fees
\$

**EMMA PUGH
506/521 BARNES AVE.
HATTIESBURG, MS. 39401**

Stamp: HATTIESBURG MS 39401 JUN 2008 1998 1998

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for Instructions



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 5, 2023

Re: Approval of amended budget for the Hattiesburg Convention Commission for FY2023.
File Number: 2023-623
Minute Book #

Summary

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

HATTIESBURG
CONVENTION COMMISSION

ONE CONVENTION CENTER PLAZA • HATTIESBURG, MS 39401 • 601.268.3220 • HATTIESBURG.ORG



August 25, 2023



Mayor Barker & Members of the City Council
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor and Council Members:

Greetings from the Hattiesburg Convention Commission. Following, you will find the proposed Hattiesburg Convention Commission's Fiscal Year 2023 Amended Budget. In accordance with governmental accounting practices and guidance from our auditors, the Commission seeks your approval of this amended budget which addresses a few changes from the budget approved prior to the start of this fiscal year. Here are the high points.

Income

We are adjusting downward our income projections due to the delay in opening the Serengeti Springs Waterpark. That change is a reduction in income from admissions and food and beverage sales anticipated but not realized. All other changes are minor 'housekeeping' steps to comply with government audit standards.

Expense

Debt Service is lower than projected due to the timing of the bonds and the debt service payment start dates. Facility Operations is projected to be up due to utility costs from the excessive heat this summer. And, that weather has also impacted our Repair budget with higher than normal HVAC repairs. Our Insurance, Professional Services and Marketing budget line will be higher as we anticipate paying for talent for concerts at The Lawn in September, but for shows that will occur in the next fiscal year. And, finally, Staffing Costs is projected to be lower since we did not open the waterpark.

Special Projects

In the Special projects area, this amended budget will reflect the expenditure of the State Bond monies used for the pedestrian bridge that connects the Zoo to the other attractions planned or in construction on the west side of Kamper Park. It also now shows the Lease and Bond Proceeds that are applied to the projects. All of the other projects will be modified as shown on the Budget Analysis and reflects either more or less progress on the project(s) as we end this fiscal year. We discussed last year that all of the projects were on a two year plan and that expenditures would vary at the 'mid-point' (end of the 2023 fiscal year). These figures show that variance and will carry forward into Year Two of project construction.

We would seek your approval of these amendments to the current year's budget.

Sincerely,

FOR THE COMMISSION

Richard Taylor
Executive Director

attachment



Hattiesburg Convention Commission
Fiscal Year 2023
Budget Analysis

BUDGET

Classification	Category	FYE 2023 Totals	FYE 2023A Totals
Income	Special Sales Tax (2% Food & Beverage Tax Revenue)	\$ 6,356,219	\$ 6,620,360
	Attractions Revenue (Ticketing, Special Events, Sponsorships, Retail, Etc.)	\$ 5,907,870	\$ 3,889,953
	F&B Revenue	\$ 1,759,250	\$ 1,912,054
	Interest	\$ 3,575	\$ 34,260
	Estimated Total Income	\$ 14,026,914	\$ 12,456,627
Expenditures	Debt Service		
Convention Center	Principal & Interest	\$ 1,324,344	\$ 595,000
Visitors Center	Sub-total Debt Service		
Saenger Theater			
USO	Facilities Operations		
Eureka	Electricity, Natural Gas, Telecommunications, Janitorial Supplies,	\$ 3,239,805	\$ 3,789,120
Zoo	Safety Equipment, Training, Contracted Services, Animal Feed		
Oseola McCarty House			
Smith Drugs	Repairs, Refurbishment, Fixed Assets		
Pocket Museum	Refurbishment of Facilities/ Replacement of Equipment, Fixtures	\$ 630,250	\$ 770,478
Serengeti Springs			
The Lawn at Lake Terrace	Insurance, Professional Services, Marketing		
Generations Strong Wall	Trustee Fees, Insurance, Surety Bonds, Audit, Legal Fees,	\$ 1,688,600	\$ 1,853,690
Moeller Military Veh. Museum	Saenger Talent Buying, Marketing, Show Production, etc.		
	Staffing Costs (including benefits)		
	Full-time + benefits, Part-time & Event Based Staff	\$ 6,976,537	\$ 6,576,537
	Sub-total Estimated Expenditures	\$ 13,859,536	\$ 13,584,825
	RESERVE FUND	\$ 3,000,000	\$ 3,000,000
Project Funding	Est. Project Funds On Hand	\$ 3,292,734	\$ 7,102,477
	Bond Money - State and/or Local		(\$340,000)
	State Zoo Donation	(\$500,000)	(\$500,000)
	Est. Borrowed Project Funds	(\$10,500,000)	(\$9,000,000)
	Special Projects Sponsorships	(\$75,000)	\$0
Project Expenses	Sixth Street Museum District Development	\$ 1,800,000	\$ 525,000
	Serengeti Springs Water Park Development	\$ 5,500,000	\$ 7,425,000
	The Lawn at Lake Terrace Development	\$ 3,500,000	\$ 50,000
	Saenger Theater, Annex, Alley Improvements	\$ 350,000	\$ 40,000
	Hattiesburg Zoo Expansion/ Development	\$ 1,650,000	\$ 940,000
	Lake Terrace Convention Center Improvements	\$ 700,000	\$ 300,000
	Estimated Residual	\$ 535,112	\$ 6,034,279



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, September 5, 2023
Re: Acknowledge receipt of and approve the 2024 budget of the Hattiesburg Convention Commission.
File Number: 2023-624
Minute Book #

Summary

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

HATTIESBURG

CONVENTION COMMISSION

ONE CONVENTION CENTER PLAZA • HATTIESBURG, MS 39401 • 601.268.3220 • HATTIESBURG.ORG



August 25, 2023

Mayor Barker & Members of the City Council
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor and Council Members:

Greetings from the Hattiesburg Convention Commission. Following, you will find the proposed Hattiesburg Convention Commission's Fiscal Year 2024 Budget. The Hattiesburg Convention Commission approved this FY 2024 budget during its regular monthly meeting yesterday and seeks approval of the City Council for the same. Here are the key elements.

Income

We are projecting conservatively on the special sales tax revenue at roughly a 3% rate. However, we anticipate earned income to grow to over \$9 million total with strong performance from the Zoo, Convention Center, concert venues and, of course, Serengeti Springs.

Expense

Debt Service will reach its fixed annual level as all monies have been borrowed and repayment now follows the planned schedule. Facilities Operations is projected to increase a minor amount as we bring online the waterpark, Moeller Museum and the Oseola McCarty House, so utilities will naturally go up as well as other operating costs. The Insurance, Professional Services and Marketing category should increase by 7% due primarily to additional talent buying to create more concerts at our venues. Of course, the plan is to recoup that increased expense through ticket sales. Operating attractions, many of which run six or seven days per week, require staff to operate. As such, people are our greatest investment. The addition of the waterpark plus the two other new museums will increase many new job opportunities with the Commission. These new positions combined with ongoing personnel management costs point us to project a 15% increase in our comprehensive staffing costs.

Special Projects

With the bond proceeds in hand and a lease executed, construction is underway on projects on Sixth Street, Kamper Park and at other Commission attraction sites. Reflected in the corresponding areas is construction of the Moeller Military Vehicle Museum, renovation and exhibit design for the Oseola McCarty House, completion of Serengeti Springs, a joint project between the Convention Center and The Lawn, renovation of the second floor of the Saenger Annex, renovation of several exhibits at the Zoo as well as using the State Bond funds to construct the future new Education Center's two educational exhibits (Chilean Flamingo and American Alligator). As the budget shows, if we are able to complete all of this in the 2024 fiscal year, we will exhaust our project funds, but will do so retaining an emergency reserve of \$3 million. As we discussed when we began this path, these projects take a minimum of two years to complete. We believe we can complete much of this in the 2024 fiscal year.

As such, we seek your approval of the budget for the upcoming fiscal year.

Sincerely,

FOR THE COMMISSION

Richard Taylor
Executive Director

attachment



Hattiesburg Convention Commission
Fiscal Year 2024
Budget Analysis

BUDGET

Classification	Category	FYE 2023A Totals	FYE 2024 Totals
Income	Special Sales Tax (2% Food & Beverage Tax Revenue)	\$ 6,620,360	\$ 6,943,657
	Attractions Revenue (Ticketing, Special Events, Sponsorships, Retail, Etc.)	\$ 3,889,953	\$ 6,862,120
	F&B Revenue	\$ 1,912,054	\$ 2,151,500
	Interest	\$ 34,260	\$ 59,245
	Estimated Total Income	\$ 12,456,627	\$ 16,016,522
Expenditures	Debt Service		
Convention Center	Principal & Interest	\$ 595,000	\$ 1,352,944
Visitors Center	Sub-total Debt Service		
Saenger Theater			
USO	Facilities Operations		
Eureka	Electricity, Natural Gas, Telecommunications, Janitorial Supplies,	\$ 3,789,120	\$ 4,049,210
Zoo	Safety Equipment, Training, Contracted Services, Animal Feed		
Oseola McCarty House			
Smith Drugs	Repairs, Refurbishment, Fixed Assets		
Pocket Museum	Refurbishment of Facilities/ Replacement of Equipment, Fixtures	\$ 770,478	\$ 872,000
Serengeti Springs			
The Lawn at Lake Terrace	Insurance, Professional Services, Marketing, Talent		
Generations Strong Wall	Trustee Fees, Insurance, Surety Bonds, Audit, Legal Fees,	\$ 1,853,690	\$ 1,981,595
Miller Military Veh. Museum	Saenger Talent Buying, Marketing, Show Production, etc.		
	Staffing Costs (including benefits)		
	Full-time + benefits, Part-time & Event Based Staff	\$ 6,576,537	\$ 7,665,522
	Sub-total Estimated Expenditures	\$ 13,584,825	\$ 15,921,271
Project Funding	RESERVE FUND	\$ 3,000,000	\$ 3,000,000
	Est. Project Funds On Hand	\$ 7,102,477	\$ 6,034,279
	Bond Money - State and/or Local	(\$340,000)	
	State Zoo Donation	(\$500,000)	(\$500,000)
	Est. Borrowed Project Funds	(\$9,000,000)	(\$1,000,000)
	Special Projects Sponsorships		
Project Expenses	Sixth Street Museum District Development	\$ 525,000	\$ 965,000
	Serengeti Springs Water Park Development	\$ 7,425,000	\$ 3,500,000
	Lake Terrace Convention Center and Lawn Improvements	\$ 350,000	\$ 1,550,000
	Saenger Theater, Annex, Alley Improvements	\$ 40,000	\$ 595,000
	Hattiesburg Zoo Expansion/ Development	\$ 600,000	\$ 500,000
	Bond Money - Zoo/Kamper Park (Expansion Improvements)	\$ 340,000	\$ 0
	State Zoo Donation - Ed Center Exhibits	\$ 0	\$ 500,000
	Estimated Residual	\$ 6,034,279	\$ 19,530



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Kennedy, Clerk of Council
cc:
Date: Tuesday, September 5, 2023
Re: Approve the minutes for the August 21, 22 & 29, 2023 meetings of the City Council.
File Number: 2023-603
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the September 5, 2023 City Council meeting for consideration.

Published Agenda



Monday, August 21, 2023 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street
--	---	--

Call to Order

Agenda Adjustments: Delete Agenda Policy Item #18 at the request of the Administration.

Agenda Review

Citizens' Forum

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, August 21, 2023**, in Council Chambers at City Hall; same being from an adjourned meeting held on August 8, 2023.

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

Council President George Called the meeting to order.

The Clerk of Council read aloud adjustments to the agenda.

Agenda Adjustments: Delete Agenda Policy Item #18 at the request of the Administration.

Agenda Review

Council President George proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Brittany Diaz
- Anthony Dunn, 111 Burketts Creek Drive
- Ken Thronson, 204 Euphora Street

- Allena Royal, 1208 E. Hardy Street

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

Council Vice President Ware closed the Citizen Forum.

Mr. Pope provided an update on the locomotive ownership and stated that the court ordered in favor of the City.

Meeting Recess

Council President George declared the **meeting recessed at 4:53 p.m., this 21st day of August, 2023**, by unanimous consent, until the 22nd day of August, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, August 22, 2023
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments:

- **Add Policy Items #34 and #35 at the request of the Administration as follows:**

- | | | |
|------|-----------------|---|
| 34. | 2023-586 | Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 46999 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Midtown Townhomes Association, Inc., and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended. |
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| 35. | 2023-587 | Adopt a Resolution declaring Forrest County Parcel PPIN 41471, also known as lot 11 of Cherokee Court Subdivision, to be necessary for public use, and portions of property identified as Forrest County Parcel PPIN's 26510, 41469, 41470, 26500, 20815 and 20816 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the Mayor to enter an administrative settlement with Hub Development, LLC, Arlington Park, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$106,657.60 to Hub Development, LLC, also known as lot 11 of the Cherokee Court Subdivision, and the acceptance of donation of portion of other portions of property, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended. |

POLICY AGENDA

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|------|-----------------|---|
| 1. | 2023-563 | Approve the minutes for the August 7 & 8, 2023 meetings of the City Council. |
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| 2. | 2023-561 | Adopt an Ordinance on the petition filed by Erik M. Lowrey renaming East Hardy Street to River Ave. The Planning Commission recommended to approve on August 2, 2023. |
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| 3. | 2023-558 | Adopt an Ordinance on the petition filed by Ken Thronson, applicant, and John Guice, applicant, to rezone property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. Planning Commission recommended to deny on August 2, 2023. |
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| 4. | 2023-566 | Approve or Deny the request filed by Ken Thronson, applicant, and John Guice, applicant, for conditional use for a "Group Care Facility" in a B-3 Community Business, located at 408 Broadway Drive. The conditional use request is contingent upon the approval of a rezoning of the property to a B-3 Zone. |
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| 5. | 2023-567 | Approve or Deny the request of Denzel Stewman for conditional lien amnesty for property located at 307 Klondyke Street pursuant to Miss. Code Ann. Section 21-19-12. |
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 | | |
| 6. | 2023-562 | Adopt the August 22, 2023 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance. |
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 | | |
| 7. | 2023-573 | Adopt a Resolution to sponsor a baby safety device as defined by statute and place said device at Fire Station #1 (or such other station as may be deemed by the city) in the City of Hattiesburg, in accordance with House Bill 1318 passed in the 2023 regular session of the Mississippi Legislature which amended Section 45-15-201 et seq. |
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| 8. | 2023-539 | Adopt a Resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for Edwards Street Sewer Improvements. |
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| 9. | 2023-540 | Adopt a Resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for the MLK Water and Sewer Project. |

10. **2023-547** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 569-2-SW-5.6.
11. **2023-548** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 568-2-SW-5.6.
12. **2023-549** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program project # 566-2-SW-5.6
13. **2023-551** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 567-2-SW-5.6.
14. **2023-552** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #589-2-SW-5.6.
15. **2023-553** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #438-1-SW-5.6.
16. **2023-550** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 565-2-SW-5.6.
17. **2023-555** Adopt a Resolution authorizing application for the Mississippi State Department of Health FY2024 State Victim Services Grant Program for a total of \$49,491.00 with NO match required and authorize the Mayor to execute the same.
18. Removed
19. **2023-560** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Lincoln Road Stormwater Detention Project and authorize the Mayor to execute in duplicate.
20. **2023-554** Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents and authorize the Mayor to execute the same.
21. **2023-564** Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. HeadStart / Hawkins Early Start to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.
22. **2023-565** Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. Head Start/ Johna E. Hales Early Head Start Center to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.
23. **2023-535** Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.
24. **2023-536** Approve Memorandum of Agreement between Southeast Mississippi Rural Health Initiative, Inc. and the City of Hattiesburg for the LeadSafe Hattiesburg program and authorize the Mayor to execute in triplicate.
25. **2023-534** Approve Memorandum of Agreement between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) shall begin on January 1, 2023 and shall not extend beyond December 31, 2023 unless the period is extended by written modification to this agreement and authorize the Mayor to execute the same.
26. **2023-537** Acknowledge receipt of grant award from the Federal Emergency Management Agency FY 2022 Assistance to Firefighters Grant (EMW-2022-FG-01196), in the amount of \$56,477.27 with a local match of \$5,647.73 for a total project cost of \$62,125.00 for the purchase of equipment for the Hattiesburg Fire Department.
27. **2023-544** Acknowledge receipt of funding assistance from the U.S. Army Corp of Engineers under the Section 592 Mississippi Environmental Infrastructure Resource Protection and Development Program for improvements to infrastructure related to drainage and stormwater control and authorize the Mayor to execute all necessary agreements upon preparation for related purposes.
28. **2023-545** Acknowledge receipt of a grant award from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All Grant in the amount of \$240,000 and authorize the Mayor to execute all necessary agreements for related purposes.

29.

2023-541

Acknowledge bids received on July 13, 2023, for the Edwards Street Infrastructure Rehabilitation and accept the bid from Grady Crawford Construction Company in the amount of \$1,416,860.00 as the lowest and best bid and authorize the Mayor to execute construction contracts upon preparation and all necessary agreements for related purposes.

30.

2023-543

Acknowledge bids received on July 13, 2023, for MLK Avenue Area Infrastructure Improvements and accept the bid from Grady Crawford Construction Company in the amount of \$4,076,780.50 as the lowest and best bid and authorize the Mayor to execute construction contracts upon preparation and all necessary agreements for related purposes.

31.

2023-569

Acknowledge bids received on August 3, 2023, for the Fire Station #7 ReRoof and accept the bid from Associated Contractors, Inc. in the amount of \$96,448.00 as the lowest and best bid and authorize the Mayor to execute construction contracts upon preparation and all necessary agreements for related purposes.

32.

2023-570

Approve Agreement between City of Hattiesburg, South Mississippi Planning and Development District, and Mobile Street Properties, LLC., for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 203 and 205 Mobile Street, Hattiesburg, Mississippi and authorize the Mayor to execute the same.

33.

2023-571

Approve Agreement between City of Hattiesburg and Mississippi Power allowing permission for MS Power to use certain parking lot areas locate at Tatum Park in the event of a major disaster for staging trucks and crews.

ROUTINE AGENDA

1.

2023-546

Acknowledge receipt of the monthly budget report for the month ending July 31, 2023.

2.

2023-538

Acknowledge receipt of the Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt the same for the City of Hattiesburg for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and authorize publication of public hearing for September 18, 2023 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

3.

2023-559

Approve specifications and authorize publication of advertisement for Term Bid Item #2 (Repair and Rehabilitation of City Streets) for the City of Hattiesburg.

4.

2023-533

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

5.

2023-542

Approve claims docket for the period ending August 18, 2023.

In Memoriam:

- Ms. Chalesha Kennedy Blake
- Mrs. Wanda Johnson
- Ms. Deborah “Debi” Davenport

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, August 22, 2023**, in Council Chambers at City Hall; same being from a recessed meeting held on August 21, 2023.

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

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Rev. Janet McLelland of Victory Church.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Agenda Adjustments

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Add Policy Items #34 and #35 at the request of the Administration as follows:

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 – Delgado

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2023-563** Approve the minutes for the August 7 & 8, 2023 meetings of the City Council.

Attachments: 8-7-2023 AR, BP Mins.
 8-8-2023 BP Mins.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve the minutes for the August 7 & 8, 2023 meetings of the City Council.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

2. **2023-561** Adopt an Ordinance on the petition filed by Erik M. Lowrey renaming East Hardy Street to River Ave. The Planning Commission recommended to approve on August 2, 2023.

Attachments: Staff Summary - East Hardy Street to River Ave
 Image Sheet - East Hardy St Rename
 PH Application
 Signatures from CRAFT's
 Victory Church Congregation Petitions
 Joseph Cothen Signature
 HARDY ADDRESSES AND STRUCTURES
 HPC minutes August_draft
 Ordinances - street renaming -E Hardy Street to River Ave

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt an Ordinance (#3331) on the petition filed by Erik M. Lowrey renaming East Hardy Street to River Ave.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)
Nays: 0
Absent: 1 - Delgado

3. **2023-558** Adopt an Ordinance on the petition filed by Ken Thronson, applicant, and John Guice, applicant, to rezone property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. Planning Commission recommended to deny on August 2, 2023.

Attachments: Staff Summary - Group Care Facility
 Image Sheet - 408 Broadway Dr
 HPC minutes August_Final
 Rezoning Application_001
 Rezoning Legal Description and Warranty Deed_001
 Rezoning Site Diagram_001
 Statement of Significance - RA Memo
 Ordinance - ZONING CHANGE - 408 Broadway Drive

The Council finds that the recommendation of the Planning Commission to deny the request is valid, whereas the conditions outlined in the Land Development Code, Ord. No. 3209 for a zoning map amendment were not met. It was found by the Planning Commission that the burden of proof for the justification of an amendment to the official zoning map was not provided by the applicant or by their representative, and the City Council is in agreeance that the burden of proof was not provided to justify the change in the official zoning map.

It is, therefore, ORDERED that the request of Ken Thronson, applicant, and John Guice, applicant, as required in the Land Development Code, Ord. No. 3209, to request rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business be denied by the City Council of the City of Hattiesburg.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Deny the petition filed by Ken Thronson, applicant, and John Guice, applicant, to rezone property located at 408 Broadway Drive from a B-5 to a B-3.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)
Nays: 0
Absent: 1 - Delgado

4. **2023-566** Approve or Deny the request filed by Ken Thronson, applicant, and John Guice, applicant, for conditional use for a "Group Care Facility" in a B-3 Community Business, located at 408 Broadway Drive. The conditional use request is contingent upon the approval of a rezoning of the property to a B-3 Zone.

Attachments: Staff Summary - Group Care Facility
 Image Sheet - 408 Broadway Dr
 Rezoning Application_001
 Statement of Significance - RA Memo
 Rezoning Legal Description and Warranty Deed_001
 Rezoning Site Diagram_001
 HPC minutes August_Final

**No action was taken.*

5. **2023-567** Approve or Deny the request of Denzel Stewman for conditional lien amnesty for property located at 307 Klondyke Street pursuant to Miss. Code Ann. Section 21-19-12.

Attachments: Miss. Code Ann. 21-19-12
 D Stewman Klondyke Street Lien Amnesty request

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve the request of Denzel Stewman for conditional lien amnesty for property located at 307 Klondyke Street pursuant to Miss. Code Ann. Section 21-19-12.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

6. **2023-562** Adopt the August 22, 2023 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Attachments: Resolution adopting budget amendments
 August 22nd Budget Amendments

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt the August 22, 2023 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution (#2023-104) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

7. **2023-573** Adopt a Resolution to sponsor a baby safety device as defined by statute and place said device at Fire Station #1 (or such other station as may be deemed by the city) in the City of Hattiesburg, in accordance with House Bill 1318 passed in the 2023 regular session of the Mississippi Legislature which amended Section 45-15-201 et seq.

Attachments: Resolution - Safe Haven Baby Box

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-101) to sponsor a baby safety device as defined by statute and place said device at Fire Station #1 (or such other station as may be deemed by the city) in the City of Hattiesburg, in accordance with House Bill 1318 passed in the 2023 regular session of the Mississippi Legislature which amended Section 45-15-201 et seq.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

8. **2023-539** Adopt a Resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for Edwards Street Sewer Improvements.

Attachments: Resolution - Edwards St (w Exhibit C)

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-102) obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for Edwards Street Sewer Improvements.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

9. **2023-540** Adopt a Resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for the MLK Water and Sewer Project.

Attachments: MLK Resolution (inc. Contract Ex.C)

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-103) obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for the MLK Water and Sewer Project..

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

10. **2023-547** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 569-2-SW-5.6.

Attachments: Resolution Authorizing Irene Chapel Project MCWI Subgrant Agreement

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-104) obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 569-2-SW-5.6.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

- 11. 2023-548** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 568-2-SW-5.6.

Attachments: Resolution Authorizing Unified Neighborhood Project MCWI Subgrant Agreement

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-105) obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 568-2-SW-5.6.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

- 12. 2023-549** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program project # 566-2-SW-5.6

Attachments: Resolution Authorizing W. 7th Street Project MCWI Subgrant Agreement

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-106) obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program project # 566-2-SW-5.6.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

- 13. 2023-551** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 567-2-SW-5.6.

Attachments: Resolution Authorizing Gordon's Creek Project MCWI Subgrant Agreement

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-107) obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 567-2-SW-5.6.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

- 14. 2023-552** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #589-2-SW-5.6.

Attachments: Resolution Authorizing Lincoln Road Project MCWI Subgrant Agreement

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-108) obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #589-2-SW-5.6.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

- 15. 2023-553** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #438-1-SW-5.6.

Attachments: Resolution Authorizing 7th Street & 25th Drainage Project MCWI Subgrant Agreement

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-109) obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #438-1-SW-5.6.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

- 16. 2023-550** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 565-2-SW-5.6.

Attachments: Resolution Authorizing S. 40th Avenue Project MCWI Subgrant Agreement

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-110) obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 565-2-SW-5.6.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

17.

2023-555

Adopt a Resolution authorizing application for the Mississippi State Department of Health FY2024 State Victim Services Grant Program for a total of \$49,491.00 with NO match required and authorize the Mayor to execute the same.
- Attachments:

Resolution-FY2023 State Victim Services Grant
2023stategrant

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-111) authorizing application for the Mississippi State Department of Health FY2024 State Victim Services Grant Program for a total of \$49,491.00 with NO match required and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)
Nays: 0
Absent: 1 - Delgado

18.

Removed

19.

2023-560

Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Lincoln Road Stormwater Detention Project and authorize the Mayor to execute in duplicate.
- Attachments:

12237 Standard Form Agreement between Owner and Engineer

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Lincoln Road Stormwater Detention Project and authorize the Mayor to execute in duplicate.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)
Nays: 0
Absent: 1 - Delgado

20.

2023-554

Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents and authorize the Mayor to execute the same.
- Attachments:

MS Power - Hope Park
MS Power - Alley Behind 2315 Hardy St
MS Power - 800 N 9th Ave
MS Power - 802 Elizabeth Ave

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)
Nays: 0
Absent: 1 - Delgado

21. **2023-564** Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. HeadStart / Hawkins Early Start to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.

Attachments: Hawkins Early Head Start Letter of Evacuation Agreement 072423

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. HeadStart / Hawkins Early Start to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

22. **2023-565** Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. Head Start/ Johna E. Hales Early Head Start Center to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.

Attachments: 0401_001

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. Head Start/ Johna E. Hales Early Head Start Center to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

23. **2023-535** Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.

Attachments: Roof Agreement - K. Crowell 1 Continental Blvd
Roof Agreement - P. Jones_ 114 Cypress Ave.
Roof Agreement - R. Buckley_ 1792 James Street
Roof Agreement - S. Hall_ 19 Annie Christie
Roof agreement - Y. Guess_ 457 Buschman St.
Roof agreement_ J.Bowens - 718 Woodland
Roof Agreement - B.Gray_ 106 Townsend
Roof agreement - D.Smith_ Roby Street

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

24. **2023-536** Approve Memorandum of Agreement between Southeast Mississippi Rural Health Initiative, Inc. and the City of Hattiesburg for the LeadSafe Hattiesburg program and authorize the Mayor to execute in triplicate.

Attachments: MoA_SeMRHI_City of Hattiesburg Urban Development_Lead Testing

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Memorandum of Agreement between Southeast Mississippi Rural Health Initiative, Inc. and the City of Hattiesburg for the LeadSafe Hattiesburg program and authorize the Mayor to execute in triplicate.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

25. **2023-534** Approve Memorandum of Agreement between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) shall begin on January 1, 2023 and shall not extend beyond December 31, 2023 unless the period is extended by written modification to this agreement and authorize the Mayor to execute the same.

Attachments: Memorandum Of Agreement - MBN, HIDTA, & HPD

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Memorandum of Agreement between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) shall begin on January 1, 2023 and shall not extend beyond December 31, 2023 unless the period is extended by written modification to this agreement and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

26. **2023-537** Acknowledge receipt of grant award from the Federal Emergency Management Agency FY 2022 Assistance to Firefighters Grant (EMW-2022-FG-01196), in the amount of \$56,477.27 with a local match of \$5,647.73 for a total project cost of \$62,125.00 for the purchase of equipment for the Hattiesburg Fire Department.

Attachments: EMW-2022-FG-01196 - Award Package

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge receipt of grant award from the Federal Emergency Management Agency FY 2022 Assistance to Firefighters Grant (EMW-2022-FG-01196), in the amount of \$56,477.27 with a local match of \$5,647.73 for a total project cost of \$62,125.00 for the purchase of equipment for the Hattiesburg Fire Department.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

27. **2023-544** Acknowledge receipt of funding assistance from the U.S. Army Corp of Engineers under the Section 592 Mississippi Environmental Infrastructure Resource Protection and Development Program for improvements to infrastructure related to drainage and stormwater control and authorize the Mayor to execute all necessary agreements upon preparation for related purposes.

Attachments: S. 539 Fed. Budget

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge receipt of funding assistance from the U.S. Army Corp of Engineers under the Section 592 Mississippi Environmental Infrastructure Resource Protection and Development Program for improvements to infrastructure related to drainage and stormwater control and authorize the Mayor to execute all necessary agreements upon preparation for related purposes.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

28. **2023-545** Acknowledge receipt of a grant award from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All Grant in the amount of \$240,000 and authorize the Mayor to execute all necessary agreements for related purposes.

Attachments: Hattiesburg Draft SS4A FY22 Grant Agreement (2023-06-15)HW flb 8-10-23
Grant Award from US Dept of Transportation FHA for Safe Streets and Roads

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge receipt of a grant award from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All Grant in the amount of \$240,000 and authorize the Mayor to execute all necessary agreements for related purposes.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

29. **2023-541** Acknowledge bids received on July 13, 2023, for the Edwards Street Infrastructure Rehabilitation and accept the bid from Grady Crawford Construction Company in the amount of \$1,416,860.00 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

Attachments: Edwards Infrastructure Bid Tab
Grady Crawford Bid - Edwards
Hemphill Construction Bid - Edwards St

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge bids received on July 13, 2023, for the Edwards Street Infrastructure Rehabilitation and accept the bid from Grady Crawford Construction Company in the amount of \$1,416,860.00 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

- 30. 2023-543** Acknowledge bids received on July 13, 2023, for MLK Avenue Area Infrastructure Improvements and accept the bid from Grady Crawford Construction Company in the amount of \$4,076,780.50 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

Attachments: MLK Bid Tab
Grady Crawford Bid - MLK Infrastructure Improvements
Hemphill Construction Bid - MLK Infrastructure Improvements

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge bids received on July 13, 2023, for MLK Avenue Area Infrastructure Improvements and accept the bid from Grady Crawford Construction Company in the amount of \$4,076,780.50 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

- 31. 2023-569** Acknowledge bids received on August 3, 2023, for the Fire Station #7 ReRoof and accept the bid from Associated Contractors, Inc. in the amount of \$96,448.00 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

Attachments: Bid Tabulation
Award Recommendation

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge bids received on August 3, 2023, for the Fire Station #7 ReRoof and accept the bid from Associated Contractors, Inc. in the amount of \$96,448.00 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

- 32. 2023-570** Approve Agreement between City of Hattiesburg, South Mississippi Planning and Development District, and Mobile Street Properties, LLC., for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 203 and 205 Mobile Street, Hattiesburg, Mississippi and authorize the Mayor to execute the same.

Attachments: Redevelopment Program-SMPDD-Mobile St. Properties LLC. 8.22.23

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Agreement between City of Hattiesburg, South Mississippi Planning and Development District, and Mobile Street Properties, LLC., for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 203 and 205 Mobile Street, Hattiesburg, Mississippi and authorize the Mayor to execute the same.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

33. **2023-571** Approve Agreement between City of Hattiesburg and Mississippi Power allowing permission for MS Power to use certain parking lot areas locate at Tatum Park in the event of a major disaster for staging trucks and crews.

Attachments: MPC Staging Site Hold Harmless - City of Hattiesburg-Tatum Park_07-2023

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Agreement between City of Hattiesburg and Mississippi Power allowing permission for MS Power to use certain parking lot areas locate at Tatum Park in the event of a major disaster for staging trucks and crews.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

34. **2023-586** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 46999 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Midtown Townhomes Association, Inc., and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Attachments: Resolution - Midtown Townhomes - PPIN 46999
FAIR MARKET VALUE OFFER - Midtown Townhomes PPIN 46999
EJCO-Midtown Townhomes PPIN 46999

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-112) declaring a portion of property identified as Forrest County Parcel PPIN 46999 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Midtown Townhomes Association, Inc., and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

35. **2023-587** Adopt a Resolution declaring Forrest County Parcel PPIN 41471, also known as lot 11 of Cherokee Court Subdivision, to be necessary for public use, and portions of property identified as Forrest County Parcel PPIN's 26510, 41469, 41470, 26500, 20815 and 20816 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the Mayor to enter an administrative settlement with Hub Development, LLC, Arlington Park, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$106,657.60 to Hub Development, LLC, also known as lot 11 of the Cherokee Court Subdivision, and the acceptance of donation of portion of other portions of property, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Attachments: Resolution - Administrative Settlement - Hub Development and Arlington Park
Exhibit A to Admin Sett Resolution

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-113) declaring Forrest County Parcel PPIN 41471, also known as lot 11 of Cherokee Court

Subdivision, to be necessary for public use, and portions of property identified as Forrest County Parcel PPIN's 26510, 41469, 41470, 26500, 20815 and 20816 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the Mayor to enter an administrative settlement with Hub Development, LLC, Arlington Park, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$106,657.60 to Hub Development, LLC, also known as lot 11 of the Cherokee Court Subdivision, and the acceptance of donation of portion of other portions of property, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

1.

2023-546

Acknowledge receipt of the monthly budget report for the month ending July 31, 2023.

Attachments:

REV 0723

EXP 0723
2.

2023-538

Acknowledge receipt of the Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt the same for the City of Hattiesburg for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and authorize publication of public hearing for September 18, 2023 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Attachments:

UAS 2023_2024 - 6.1.23

MOTOR VEHICLE.DOC 2020 - Copy (002)
3.

2023-559

Approve specifications and authorize publication of advertisement for Term Bid Item #2 (Repair and Rehabilitation of City Streets) for the City of Hattiesburg.

Attachments:

Item #2 Specifications_exp 2024.09.30 (003)

NTB- Term Bid #2
4.

2023-533

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments:

Memo's (08-22-2023)

Receipts (08-22-2023)

Deeds (08-22-2023)
5.

2023-542

Approve claims docket for the period ending August 18, 2023.

Attachments:

DOCKET 23.08.18

DT 23.08.18

Executive Session

A MOTION was made by Council Vice President Ware for the Council to enter closed session to determine the need to enter Executive Session at 5:23 p.m.

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

Yeas: 4 - George, Carroll, Ware and Brown (via teleconference)

Nays: 0

Absent: 1 - Delgado

Council Member Brown disconnected via teleconference at 5:23 p.m.

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

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to enter Executive Session to discuss strategy or negotiations with respect pending litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25-41-7 (b) at 5:24 p.m.

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

Yeas: 3 - George, Carroll and Ware

Nays: 0

Absent: 2 - Delgado and Brown

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss strategy or negotiations with respect to pending litigation.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Carter Carroll and Dave Ware; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Interim Chief Financial Officer, Malcolm Berch; Assistant Fire Chief, Chris Carr; City Engineer, Mary Beth Bergin; Deputy Director of Engineering and Transportation, Hunter White; Interim Director of Parks and Recreation, Betsy Mercier; Director of Urban Development, Wiley Quinn; Director of Public Works, Ronnie Perkins; Chief Communications Officer, Samantha McCain; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; Attorney Michael Reid; and Attorney David Miller.

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll exit Executive Session and re-open the meeting to the public at 5:33 p.m.

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

Yeas: 3 - George, Carroll and Ware

Nays: 0

Absent: 2 - Delgado and Brown

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

In Memoriam:

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

- Ms. Chalesha Kennedy Blake
- Mrs. Wanda Johnson
- Ms. Deborah “Debi” Davenport

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:34 p.m., this 22nd day of August, 2023**, by unanimous consent, until the 5th day of September, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



Tuesday, August 29, 2023 5:30 PM	City Council Special Called Meeting Agenda	Council Chambers 200 Forrest Street
---	---	--

Call to Order

Declaration of Special Called Meeting

Public Hearing

- | | | |
|-----------|-----------------|--|
| 1. | 2023-588 | Hold Public Hearing on the proposed budget and tax levies for the City of Hattiesburg for fiscal year ending September 30, 2024. |
|-----------|-----------------|--|

Policy Items

- | | | |
|-----------|-----------------|--|
| 1. | 2023-589 | Adopt a Resolution levying ad valorem taxes on all taxable properties within the City of Hattiesburg for the purpose of raising revenue for said city for the fiscal year beginning October 1, 2023 and ending September 30, 2024. |
|-----------|-----------------|--|

Meeting Recess

Call to Order

BE IT REMEMBERED that the Special Called meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, August 29, 2023, in Council Chambers at City Hall; same being from an adjourned meeting held on August 22, 2023.

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

Council President George Called the meeting to order.

Declaration of Special Called Meeting

Council President George declared the Special Called Meeting.

Public Hearing

- | | | |
|-----------|-----------------|--|
| 1. | 2023-588 | Hold Public Hearing on the proposed budget and tax levies for the City of Hattiesburg for fiscal year ending September 30, 2024. |
|-----------|-----------------|--|

Attachments: Public Hearing on Budget Tax Levy FY2024

Mayor Barker provided an overview of the proposed budget.

Followed by the Mayor's overview, Mr. Malcolm Berch, Chief Financial Officer provided a Power Point presentation on the 2023 2024 budget.

Council President George called for comments or questions from citizens; there were no citizens present who wished to address the Council.

Council President George **closed the hearing at 5:50 p.m. and re-opened the meeting to the public to take action on Agenda Item #1.**

Policy Items

1.

2023-589

Adopt a Resolution levying ad valorem taxes on all taxable properties within the City of Hattiesburg for the purpose of raising revenue for said city for the fiscal year beginning October 1, 2023 and ending September 30, 2024.
- Attachments: Resolution tax levy FY 24

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt a Resolution (#2023-114 levying ad valorem taxes on all taxable properties within the City of Hattiesburg for the purpose of raising revenue for said city for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

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

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

Nays: 0

Meeting Recess

Council President George declared the **meeting adjourned at 5:52 p.m., this 29th day of August, 2023**, by unanimous consent, until the 5th day of September, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 5, 2023

Re: Adopt an Ordinance amending Ordinance 2615 establishing and amending fees for the Hattiesburg Fire Department.
File Number: 2023-615
Minute Book #

Summary

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE 2615 SECTION 11 AND ESTABLISHING FEES UNDER
FIRE PREVENTION FOR THE CITY OF HATTIESBURG; AND REPEALING ORDINANCES
2615,2504,2378,2293,2213,2021 AND ALL OTHER ORDINANCES IN CONFLICT THEREWITH.

SECTION 1. Ordinance 2021 adopted August 26,1980, Ordinance 2213 adopted October 22,1985, Ordinance 2293 adopted July 19,1988, Ordinance 2378 adopted July 16, 1991, Ordinance 2504 adopted November 8,1994, Ordinance 2615 adopted December 16, 1997, be and the same is hereby amended to read as follows, to-wit:

Section 11 (D) of Ordinance Number 2615 is hereby amended as follows.

Fireworks Permit ----- \$100.00

Section 2. Charges shall be established for Fire Violations and assessed fines as follows:

- BLOCKED PASSAGEWAYS \$100.00
- UNLAWFUL BURNING \$750.00
- BLOCKED EXIT DOORS \$100.00
- NO ILLUMINATION OF EXIT SIGNS \$100.00
- EXTENSION CORDS IMPROPERLY USED \$100.00
- NON-SERVICED FIRE EXTINGUISHER \$150.00
- FIRE DEPARTMENT CONNECTION NOT ACCESSIBLE \$175.00
- PARKING IN FIRE LANE \$300.00
- PARKING/BLOCKING FIRE HYDRANT \$300.00
- SPRINKLER VALVE NOT ACCESSIBLE \$100.00
- HOOD SYSTEM DOES NOT MEET NFPA REQUIREMENTS \$750.00
- HOOD SYSTEM UNCLEARED \$450.00
- FLAMMABLE LIQUID NEAR HEAT SOURCE \$100.00
- KEY LOCK ON EXIT DOORS \$300.00
- NO FIRE EXTINGUISHERS (PER MISSING EXT) \$100.00
- NO VISIBLE FRONT ADDRESS \$100.00
- NON-ANNUAL INSPECTION/SYSTEMS \$300.00
- OPEN ELECTRICAL PANEL BLANKS \$100.00
- OVERCROWDED CONDITIONS

- A. 25% OVER OCCUPANCY \$25.00 PER PERSON
- B. 50% OVER OCCUPANCY \$50.00 PER PERSON
- C. 75% OVER OCCUPANCY \$75.00 PER PERSON
- D. 100% OVER OCCUPANCY \$100.00 PER PERSON

RECKLESS ENDANGERMENT \$990.00

SHUT OFF VALVE NOT OPEN \$100.00

SMOKE DETECTOR VIOLATIONS \$100.00

SPRINKLER HEAD BOX NOT MOUNTED \$100.00

STOCK NOT 18" BELOW SPRINKLER HEAD \$100.00

STOCK NEAR HEAT SOURCE \$100.00

UNAPPROVED CONTAINER/LIQUIDS \$100.00

Section 3. Charges shall be established for inspections and permits under the Office of the Fire Marshall as follows:

FIRE TRUCK ON SITE AND MONITORING

- A. THREE HOUR MINIMUM \$250.00
- B. TWENTY-FOUR (24) HOURS \$2,000.00

COMMERCIAL/BURN PERMITS

\$ 150.00 TWO (2) WEEKS

\$ 50.00 FOR EACH ADDITIONAL PERMIT IF NEEDED

PROOF OF LOSS \$0

ANNUAL INSPECTION

- A. 4999 S.Q. FT OR LESS \$50.00
- B. 5000-9999 SQ. FT \$100.00
- C. 10,000-19,000 SQ. FT \$150.00
- D. EXCEEDING 20,000 SQ. FT \$200.00

RE-INSPECTIONS ARE HALF THE PRICE OF ORIGINAL INSPECTION

RESTAURANT INSPECTION

\$100.00 INCLUDES BOTH INSPECTIONS ANNUAL AND RESTAURANT HOOD

APARTMET INSPECTIONS

0-100 UNITS \$100.00

101-250 UNITS \$ 150.00

EXCEEDING 250 UNITS \$250.00

APARTMENT RE-INSPECTIONS \$20.00 PER UNIT

HOTEL INSPECTIONS

0-100 UNITS \$100.00

101-250 UNITS \$150.00

EXCEEDING 250 UNITS \$200.00

HOTEL RE-INSPECTIONS \$20.00 PER UNIT

REVIEW FIRE ALARM PLANS \$100.00

REVIEW SPRINKLER SYSTEM PLAN \$150.00

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc: Wiley Quinn, Urban Development Director
Date: Tuesday, September 5, 2023
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2023-591
Minute Book #

Summary

Adopt resolutions condemning the following properties to be in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Recommendation Statement

I recommend the adoption of resolutions determining that the properties listed in the following attachments are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Please place this on the September 5, 2023 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Director of Urban Development

DATE: September 5th, 2023

RE: Adopt Condemnation Resolutions

Adopt resolutions condemning the following properties to be in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1	112 Kensington Drive	12743	3	US, DS	Demo	\$10,000	\$1,500
2	312 West 4th Street	20533	2	DS, AV, AG&R	Demo	\$5,000	\$2,500
3	315 Miller Street	20574	2	OGL	Cut/Clean	\$1,500	\$1,500
4	403 Miller Street	20563	2	AB, OGL, AG&R	Cut/Clean	\$3,000	\$1,500
5	413 Miller Street	19678	2	AB, DB, OGL, AG&R	Cut/Clean	\$5,000	\$2,500
6	506/521 Barnes Avenue	9602	5	AB, DB, OGL	Demo	\$10,000	\$1,500

7	525 Louise Street	19603	2	DB, AG&R	Cut/Clean	\$4,000	\$2,000
8	546 West 4th Street/100 South Street	19728	4	DS, OGL, AG&R	Demo	\$10,000	\$5,000
9	1114 Vernon Street	13516	5	AB, DB, TL	Demo	\$10,000	\$1,500

Garbage & Rubbish=GAR/RUB

Accumulation of Garbage and Rubbish = AG&R

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Owner Responsibility=OR

Hazardous Tree = HT

Exterior Structure = ES

Clean Pool = POOL

Trash & Litter = T&L

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case 1 -112 Kensington Drive

WHEREAS, on the 8th day of August, 2023 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 5th day of September, 2023, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

056A-13-085.000, 12743, 112 Kensington Dr, Hattiesburg, MS, 39402, and better described as: Lot Seven (7) of KENSINGTON WOODS SUBDIVISION in the city of Hattiesburg, County of Lamar, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi; together with all improvements lying thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Property Savers LLC.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Unsafe Structures or Equipment (Property Maintenance Code 108.1.3), Dangerous Structure (International Property Maintenance Code 108.1.5.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case 2 -312 W 4th Street

WHEREAS, on the 8th day of August, 2023 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 5th day of September, 2023, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029K-09-011.00, 20533, 312 W 4th St, Hattiesburg, MS, 39401 and better described as: All of Lots Seven (7), LESS and EXCEPT the South 40 feet of Lot 7, and a strip of land 20 feet in width off of and across the entire West side of Lots Six (6), in Block Two (2) according to the C.J. Miller Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 1 at Page 28. Said land embracing a part of Section 9, Township 4 North, Range 13 West, in said County and State.

WHEREAS, the owner of the property is James Franklin

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code 108.1.5.5), Abandoned Vehicle (International Property Maintenance Code 302.8), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case 3 -315 Miller Street

WHEREAS, on the 8th day of August, 2023 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 5th day of September, 2023, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029K-09-135.00, 20574, 315 Miller St, Hattiesburg, MS, 39404, and better described as: Lot 9, Block 5, C. J. Miller Survey, and Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Rickey Lindsey

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Code 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case 4 -403 Miller Street

WHEREAS, on the 8th day of August, 2023 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 5th day of September, 2023, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029K-09-133.00, 20563, 403 Miller St., Hattiesburg, MS, 39403, and better described as: Lots Twelve (12) and Thirteen (13), Block Four (4) of the C.J. Miller Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official 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.

WHEREAS, the owner of the property is Joyce Landrum

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Overgrown Lot or Weeds (International Property Code 302.4), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case 5 -413 Miller Street

WHEREAS, on the 8th day of August, 2023 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 5th day of September, 2023, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029K-09-127.00, 19678, 413 Miller St, Hattiesburg, MS. 39401, and better described as: The South half of the South half of the West half of Lot 1 in Block "A" of the JOHN KAMPER SURVEY OR ADDITION to the city of Hattiesburg, Forrest County, Mississippi, less a strip 22.5 feet off the West side of said South Half of the South Half of the West Half of said Lot in said Block and survey as per the plat of same now on file in the office of the Chancery Clerk of Forrest County, Mississippi. AND ALSO that certain easement for purpose of ingress and egress described as follows: A part of a vacated alley in Block "A" of JOHN KAMPER SURVEY OR ADDITION to the City of Hattiesburg, Forrest County, Mississippi, more particularly described as beginning at the Southwest Corner of the South Half of the South Half of the West Half of Lot 1, Block "A" of the JOHN KAMPER ADDITION OR SURVEY to the City of Hattiesburg, Forrest County, Mississippi, less 22.5 feet off the West side of said Lot 1. Said Southwest Corner being the Point of Beginning. From said Point of Beginning run West and parallel to the North Margin line of Miller Street for 13 feet, thence run North and parallel with the West line of said Lot 1 for 130 feet, thence run East and parallel with the North Margin line of Miller Street for 13 feet, thence run South and parallel with the west line of said Lot 1 for 130 feet back to the Point of Beginning.

WHEREAS, the owner of the property is Willard Slocum

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Dilapidated Building (International Property Maintenance Code 304.1), Overgrown Lot or Weeds (International Property Code 302.4), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney,

the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case 6 -525 Louise Street

WHEREAS, on the 8th day of August, 2023 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 5th day of September, 2023, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029K-09-196.00, 19603, 525 Louise Street, Hattiesburg, MS, 39401, and better described as: Lot 17 less the North 50 feet thereof of Block One (1) of the John Kamper Subdivision of Blocks "D" and "E" of the John Kamper Addition of Hattiesburg, Mississippi, and of the C. J. Miller Addition No. 3 to Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being located in the N ½ of the NE ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, and being designated as Municipal No. 525 Louise Street, in the City of Hattiesburg, Mississippi. Block 001 Section 09 Township 04N Range 13W

WHEREAS, the owner of the property is S. Lavon Evans Jr. Realty LLC.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Dilapidated Building (International Property Maintenance Code 304.1), Overgrown Lot or Weeds (International Property Code 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____

_____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case 7 -100 South Avenue/546 W 4th Street

WHEREAS, on the 8th day of August, 2023 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 5th day of September, 2023, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-029K-09-033.00, 19728, 100 South Ave/546 W 4th St, Hattiesburg, MS, 39401 and better described as: That said property is more particularly: BEG AT THE NW/COR OF BLK B OF KAMPER JOHN SUB FOR POB EAST 79' SOUTH 157.78' WEST 79' NORTH 157.78' BACK TO POB LESS PT TO THE CITY OF HATTIESBURG Block B Section 9 Township 04N Range 13W Forrest County, Mississippi, per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, and is more particularly described as follows, to-wit: That said property bears PARCEL #: 2-029K-09-033.00 PPIN # 19728. That said property bears a municipal address of 546 W. 4th Street, City of Hattiesburg, in FORREST County, Mississippi. Including any and all easements, rights and appearances to the property, any and all appurtenant rights in and to public rights-of-way and any streets; as well as any and all improvements lying and/or being situated thereon; and LESS, EXCEPT AND SUBJECT to any and all valid and outstanding easements, rights-of-way, protective and/or restrictive covenants, reservations, conveyances, exceptions, applicable zoning and building ordinances, power line easements, and/or other easements of rights of way of record in the Official Records of FORREST Mississippi and o with such other State or local agency where such matters may be found.

WHEREAS, the owner of the property is Nathaniel & Felecia Hibbler

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code 304.1), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case 8 -1114 Vernon Street

WHEREAS, on the 8th day of August, 2023 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 5th day of September, 2023, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-038G-15-047.00, 13516, 1114 Vernon Street, Hattiesburg, MS, 39401, and better described as: S ½ Lt 7 Blk 7 Burkett Subdivision Prev # H0088-07-010 STR 15-04N-13W

WHEREAS, the owner of the property is Jimmy Brown

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code 108.1.5.5), Overgrown Lot or Weeds (International Property Code 302.4), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case 9 -506/521 Barnes Avenue

WHEREAS, on the 8th day of August, 2023 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 5th day of September, 2023, in the City Council Chambers in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

2-042G-25-140.00, 9602, 506/521 Barnes Ave, Hattiesburg, MS, 39401, and better described as: Lot Twelve (12), Block Two (2) of the Tosh Barnes Subdivision, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, and files in plat cabinet A, slot 113

WHEREAS, the owner of the property is Emma Pugh

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Dilapidated Building (International Property Maintenance Code 304.1), Trash & Litter (International Property Maintenance Code 307.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc:
Date: Tuesday, September 5, 2023
Re: Adopt a Resolution setting Public Hearing on Monday, October 2, 2023 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2023-616
Minute Book #

Summary

Set Public Hearing 10 -2-2023, unsafe properties.

Recommendation Statement

I recommend the setting of a Public Hearing to consider the state of the listed attached properties to determine if these properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Please place this on the September 5, 2023 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Director of Urban Development

DATE: September 5th, 2023

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, October 2, 2023 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1	1234 Beverly Hills Drive	612	1	VS, US	Demo	\$7,500	\$1,500
2	1236 Beverly Hills Drive	8113	1	VS, US	Demo	\$5,500	\$1,500
3	122 Ellis Drive	10815	1	DS, VS, US	Clean/Close/ Secure	\$4,000	\$1,500

Garbage & Rubbish=GAR/RUB

Accumulation of Garbage and Rubbish = AG&R

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Owner Responsibility=OR

Hazardous Tree = HT

Exterior Structure = ES
Clean Pool = POOL
Trash & Litter = T&L

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

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

RESOLUTION

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

	Address	PPIN	Ward	Violations
1.	1234 Beverly Hills Drive	612	1	VS, US
2.	1236 Beverly Hills Drive	8113	1	VS, US
3.	122 Ellis Drive	10815	1	DS, VS, US

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the City Council Chambers located at City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, October 2, 2023, to determine whether or not the above-described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 5, 2023

Re: Adopt a Resolution to adopt the budget for the City of Hattiesburg, Mississippi for the fiscal year beginning October 1, 2023 and ending September 30, 2024.
File Number: 2023-612
Minute Book #

Summary

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of September, 2023, the following Resolution:

RESOLUTION _____

**A RESOLUTION TO ADOPT THE BUDGET FOR THE CITY OF
HATTIESBURG, MISSISSIPPI FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, are required by Section 21-35-9 of the Mississippi Code of 1972, to approve and adopt the budget for the City of Hattiesburg, Mississippi, for the fiscal year beginning October 1, 2023 and ending September 30, 2024:

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

Section 1. That the budget for the fiscal year 2023-2024 for the City of Hattiesburg be and the same is hereby approved and adopted.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following, to wit;

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of **September, 2023**.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of **September, 2023**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Budget Requests - General Fund
Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budgets (Oct '22)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
<u>Revenues & Beg. Cash Balance:</u>									
Taxes -Other	23,500	\$23,500	\$15,000		\$15,000		\$15,000	-\$8,500	-36.2%
Licenses & Permits	4,387,020	4,387,020	4,972,620		\$4,972,620		\$4,972,620	\$585,600	13.3%
Intergovernmental Revenues:								\$0	
Federal	1,956,751	3,241,013	2,764,314		\$2,764,314		\$2,764,314	\$807,563	41.3%
State	428,528	428,528	450,391		\$450,391		\$450,391	\$21,863	5.1%
State-Shared	26,063,063	26,063,063	27,797,654		\$27,797,654		\$27,797,654	\$1,734,591	6.7%
County/City Shared	3,000	3,000	16,000		\$16,000		\$16,000	\$13,000	433.3%
Charges for Services:									
Public Safety	275,000	275,000	285,000		\$285,000		\$285,000	\$10,000	3.6%
Streets					\$0		\$0	\$0	#DIV/0!
Sanitation	2,325,800	2,325,800	2,355,800		\$2,355,800		\$2,355,800	\$30,000	1.3%
Misc.							\$0	\$0	#DIV/0!
Fines & Forf.	934,000	934,000	931,000		\$931,000		\$931,000	-\$3,000	-0.3%
Misc. Revenues	442,800	442,800	426,600		\$426,600		\$426,600	-\$16,200	-3.7%
Transfers-In	1,284,000	1,285,255	1,294,000		\$1,294,000		\$1,294,000	\$10,000	0.8%
Non-Revenue Receipts	473,700	473,700	368,700		\$368,700		\$368,700	-\$105,000	-22.2%
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$38,597,162	\$39,882,679	\$41,677,079	\$0	\$41,677,079	\$0	\$41,677,079	\$3,079,917	8.0%
Beg. Fund Balance	19,000,000	19,130,736	20,000,000		\$20,000,000		20,000,000	\$1,000,000	5.3%
Less Reserve for Court Technology					\$0		0	\$0	#DIV/0!
Less Reserve for Public Safety Complex					\$0		0	\$0	#DIV/0!
Property Tax Levy	19,600,000	19,600,000	21,400,000		\$21,400,000		21,400,000	\$1,800,000	9.2%
TOTAL AVAIL. REVENUES	\$77,197,162	\$78,613,415	\$83,077,079	\$0	\$83,077,079	\$0	\$83,077,079	\$5,879,917	7.6%

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council									
Personnel	\$387,080	\$387,080	\$399,990		\$399,990		\$399,990	12,910	3.3%
Supplies & Expenses	3,400	3,400	3,400		\$3,400		3,400	0	0.0%
Other Services & Charges	244,500	242,700	244,500		\$244,500		244,500	0	0.0%
Capital Outlays	6,000	9,500	6,000		\$6,000		6,000	0	0.0%
Total - City Council	\$640,980	\$642,680	\$653,890	\$0	\$653,890	\$0	\$653,890	\$12,910	2.0%
City Court									
Personnel	\$1,211,430	\$1,236,460	\$1,319,650		\$1,319,650		\$1,319,650	108,220	8.9%
Supplies & Expenses	33,180	100,074	70,274		\$70,274		70,274	37,094	111.8%
Other Services & Charges	669,462	750,733	564,506		\$564,506		564,506	-104,956	-15.7%
Capital Outlays					\$0		0	0	
Total - City Court	\$1,914,072	\$2,087,267	\$1,954,430	\$0	\$1,954,430	\$0	\$1,954,430	\$40,358	2.1%
Mayor/Admin.									
Personnel	\$936,690	\$942,265	\$946,800		\$946,800		\$946,800	10,110	1.1%
Supplies & Expenses	23,050	23,050	23,050		\$23,050		23,050	0	0.0%
Other Services & Charges	233,469	233,469	248,400		\$248,400		248,400	14,931	6.4%
Capital Outlays	4,500	32,000	4,500		\$4,500		4,500	0	
Total - Mayor/Admin.	\$1,197,709	\$1,230,784	\$1,222,750	\$0	\$1,222,750	\$0	\$1,222,750	\$25,041	2.1%

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Budget Requests - General Fund
Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budgets (Oct '22)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Elections									
Personnel					\$0				
Supplies & Expenses					\$0		0	0	#DIV/0!
Other Services & Charges					\$0		0	0	#DIV/0!
Capital Outlays					\$0				
Total - Elections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Muni. Clerk									
Personnel	\$205,460	\$207,350	\$209,150		\$209,150		\$209,150	3,690	1.8%
Supplies & Expenses	4,150	4,150	4,150		\$4,150		4,150	0	0.0%
Other Services & Charges	49,800	49,800	49,800		\$49,800		49,800	0	0.0%
Capital Outlays					\$0		0	0	#DIV/0!
Total - Muni Clerk	\$259,410	\$261,300	\$263,100	\$0	\$263,100	\$0	\$263,100	\$3,690	1.4%
Accounting									
Personnel	\$361,350	\$361,350	\$366,200		\$366,200		\$366,200	4,850	1.3%
Supplies & Expenses	6,300	6,300	6,500		\$6,500		6,500	200	3.2%
Other Services & Charges	5,100	5,100	5,700		\$5,700		5,700	600	11.8%
Capital Outlays					\$0		0	0	#DIV/0!
Total - Accounting	\$372,750	\$372,750	\$378,400	\$0	\$378,400	\$0	\$378,400	\$5,650	1.5%
Purchasing									
Personnel	\$137,090	\$137,090	\$152,630		\$152,630		\$152,630	15,540	11.3%
Supplies & Expenses	2,750	2,750	2,750		\$2,750		2,750	0	0.0%
Other Services & Charges	2,984	3,784	3,284		\$3,284		3,284	300	10.1%
Capital Outlays					\$0		0	0	
Total - Purchasing	\$142,824	\$143,624	\$158,664	\$0	\$158,664	\$0	\$158,664	\$15,840	11.1%
City Attorney									
Personnel	\$96,240	\$96,240	\$96,660		\$96,660		\$96,660	420	0.4%
Supplies & Expenses	100	100	100		\$100		100	0	
Other Services & Charges	600	600	600		\$600		600	0	0.0%
Capital Outlays					\$0		0	0	
Total - City Attorney	\$96,940	\$96,940	\$97,360	\$0	\$97,360	\$0	\$97,360	\$420	0.4%
Human Resources									
Personnel	\$260,185	\$260,185	\$265,200		\$265,200		\$265,200	5,015	1.9%
Supplies & Expenses	7,800	7,800	7,800		\$7,800		7,800	0	0.0%
Other Services & Charges	5,600	5,600	5,600		\$5,600		5,600	0	0.0%
Capital Outlays					\$0		0	0	
Total - Human Resources	\$273,585	\$273,585	\$278,600	\$0	\$278,600	\$0	\$278,600	\$5,015	1.8%
Loss Control									
Personnel	\$124,270	\$122,380	\$126,910		\$126,910		\$126,910	2,640	2.1%
Supplies & Expenses	6,000	6,000	6,000		\$6,000		6,000	0	0.0%
Other Services & Charges	3,700	3,700	3,700		\$3,700		3,700	0	0.0%
Capital Outlays					\$0		0	0	#DIV/0!
Total - Loss Control	\$133,970	\$132,080	\$136,610	\$0	\$136,610	\$0	\$136,610	\$2,640	2.0%

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Budget Requests - General Fund
Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budgets (Oct '22)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Urban Development									
Personnel	\$574,090	\$616,880	\$634,940		\$634,940		\$634,940	60,850	10.6%
Supplies & Expenses	24,945	26,195	24,945		\$24,945		24,945	0	0.0%
Other Services & Charges	134,180	134,180	134,180		\$134,180		134,180	0	0.0%
Capital Outlays					\$0		0	0	
Total - Urban Dev.	\$733,215	\$777,255	\$794,065	\$0	\$794,065	\$0	\$794,065	\$60,850	8.3%
Information Systems									
Personnel	\$296,630	\$296,630	\$346,300		\$346,300		\$346,300	49,670	16.7%
Supplies & Expenses	39,100	39,100	39,100		\$39,100		39,100	0	0.0%
Other Services & Charges	866,000	936,000	821,000		\$821,000		821,000	-45,000	-5.2%
Capital Outlays	40,000	40,000	40,000		\$40,000		40,000	0	0.0%
Total - Inf. Systems	\$1,241,730	\$1,311,730	\$1,246,400	\$0	\$1,246,400	\$0	\$1,246,400	\$4,670	0.4%
Gen. Gov't Building									
Personnel								0	
Supplies & Expenses	21,400	23,900	24,000		\$24,000		24,000	2,600	12.1%
Other Services & Charges	177,600	177,600	177,600		\$177,600		177,600	0	0.0%
Capital Outlays					\$0	0	0	0	
Total - Gen. Gov't Building	\$199,000	\$201,500	\$201,600	\$0	\$201,600	\$0	\$201,600	\$2,600	1.3%
Gen. Gov't - Depot Facility O & M									
Personnel					\$0		\$0	0	
Supplies & Expenses	13,300	13,300	13,300		\$13,300		13,300	0	0.0%
Other Services & Charges	84,700	84,700	84,700		\$84,700		84,700	0	0.0%
Capital Outlays		89,000			\$0		0	0	
Total - Gen. Gov't Building	\$98,000	\$187,000	\$98,000	\$0	\$98,000	\$0	\$98,000	\$0	0.0%
Metro Planning									
Personnel	\$237,130	\$237,130	\$202,570		\$202,570		\$202,570	-34,560	-14.6%
Supplies & Expenses	13,150	13,150	13,150		\$13,150		13,150	0	0.0%
Other Services & Charges	245,250	245,250	245,250		\$245,250		245,250	0	0.0%
Capital Outlays		100	0		\$0		0	0	
Total - Metro Planning	\$495,530	\$495,630	\$460,970	\$0	\$460,970	\$0	\$460,970	-\$34,560	-7.0%
Gen. Gov't Insurance/Other serv.									
Personnel					\$0		\$0	0	#DIV/0!
Supplies & Expenses	1,000	1,000	1,000		\$1,000		1,000	0	0.0%
Other Services & Charges	2,988,800	3,583,800	3,323,100		\$3,323,100		3,323,100	334,300	11.2%
Capital Outlays					\$0		0	0	
Total - Gen. Gov't Insur/other Serv.	\$2,989,800	\$3,584,800	\$3,324,100	\$0	\$3,324,100	\$0	\$3,324,100	\$334,300	11.2%
Federal Programs Administration									
Personnel	49,370	\$76,380	\$85,140		\$85,140		85,140	35,770	72.5%
Supplies & Expenses	2,900	\$2,900	\$3,500		\$3,500		3,500	600	20.7%
Other Services & Charges	328,239	\$1,048,774	\$1,274,396		\$1,274,396		1,274,396	946,157	288.3%
Capital Outlay			\$0		\$0		0	0	#DIV/0!

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Budget Requests - General Fund
Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budgets (Oct '22)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Total - Federal Programs Admin.	380,509	1,128,054	\$1,363,036	\$0	\$1,363,036	\$0	\$1,363,036	\$982,527	258.2%
Recap - General Government Cost Centers									
Personnel	\$4,877,015	\$4,977,420	\$5,152,140	\$0	\$5,152,140	\$0	\$5,152,140	\$275,125	5.6%
Supplies & Expenses	202,525	273,169	243,019	0	243,019	0	243,019	40,494	20.0%
Other Services & Charges	6,039,984	7,505,790	7,186,316	0	7,186,316	0	7,186,316	1,146,332	19.0%
Capital Outlays	50,500	170,600	50,500	0	50,500	0	50,500	0	0.0%
Total - Gen. Government	\$11,170,024	\$12,926,979	\$12,631,975	\$0	\$12,631,975	\$0	\$12,631,975	\$1,461,951	13.1%
Police									
Personnel	\$12,065,080	\$12,249,240	\$12,958,300		\$12,958,300		\$12,958,300	893,220	7.4%
Supplies & Expenses	779,060	811,460	772,460		\$772,460		772,460	-6,600	-0.8%
Other Services & Charges	1,005,259	1,334,741	1,205,259		\$1,205,259		1,205,259	200,000	19.9%
Capital Outlays	26,282	1,059,997	14,095		\$14,095		14,095	-12,187	-46.4%
Total - Police	\$13,875,681	\$15,455,438	\$14,950,114	\$0	\$14,950,114	\$0	\$14,950,114	\$1,074,433	7.7%
Police & Fire Training									
Personnel	\$53,630	\$53,730	\$49,550		\$49,550		\$49,550	-4,080	-7.6%
Supplies & Expenses	101,072	101,072	101,072		\$101,072		101,072	0	0.0%
Other Services & Charges	85,495	85,495	85,495		\$85,495		85,495	0	0.0%
Capital Outlays		46,000			\$0		0	0	
Total - Police & Fire Training	\$240,197	\$286,297	\$236,117	\$0	\$236,117	\$0	\$236,117	-\$4,080	-1.7%
Fire									
Personnel	\$9,727,850	\$9,727,850	\$10,843,700		\$10,843,700		\$10,843,700	1,115,850	11.5%
Supplies & Expenses	314,200	318,200	324,200		\$324,200		324,200	10,000	3.2%
Other Services & Charges	338,720	355,020	338,720		\$338,720		338,720	0	0.0%
Capital Outlays		125,000			\$0		0	0	#DIV/0!
Total - Fire Dept.	\$10,380,770	\$10,526,070	\$11,506,620	\$0	\$11,506,620	\$0	\$11,506,620	\$1,125,850	10.8%
Code Enforcement/Inspection									
Personnel	\$720,830	\$722,790	\$751,000		\$751,000		\$751,000	30,170	4.2%
Supplies & Expenses	31,755	34,155	31,755		\$31,755		31,755	0	0.0%
Other Services & Charges	210,450	285,450	230,450		\$230,450		230,450	20,000	9.5%
Capital Outlays		127,500			\$0		0	0	#DIV/0!
Total - Code Enforcement	\$963,035	\$1,169,895	\$1,013,205	\$0	\$1,013,205	\$0	\$1,013,205	\$50,170	5.2%
Contractual Services - Public Safety									
Personnel	\$220,340	\$233,840	\$233,890		\$233,890		\$233,890	13,550	6.1%
Supplies & Expenses					\$0		0	0	
Other Services & Charges	949,459	1,045,000	949,459		\$949,459		949,459	0	0.0%
Capital Outlays	0				\$0		0	0	
Total - Cont. Serv. - Public Safety	\$1,169,799	\$1,278,840	\$1,183,349	\$0	\$1,183,349	\$0	\$1,183,349	\$13,550	1.2%
Public Services Cost Centers:									
Traffic Maint.									
Personnel	338,950	338,950	350,800		\$350,800		\$350,800	11,850	3.5%
Supplies & Expenses	145,550	151,050	145,550		\$145,550		145,550	0	0.0%

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Budget Requests - General Fund
Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budgets (Oct '22)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Other Services & Charges	108,250	108,250	108,250		\$108,250		108,250	0	0.0%
Capital Outlays	0	73,357			\$0		0	0	#DIV/0!
Total - Traffic Maint.	\$592,750	\$671,607	\$604,600	\$0	\$604,600	\$0	\$604,600	\$11,850	2.0%
Streets									
Personnel	\$1,077,800	\$1,077,800	\$1,085,950		\$1,085,950		\$1,085,950	8,150	0.8%
Supplies & Expenses	340,700	340,700	340,700		\$340,700		340,700	0	0.0%
Other Services & Charges	1,146,800	1,657,155	1,630,600		\$1,630,600		1,630,600	483,800	42.2%
Capital Outlays		245,000			\$0		0	0	#DIV/0!
Total - Streets	\$2,565,300	\$3,320,655	\$3,057,250	\$0	\$3,057,250	\$0	\$3,057,250	\$491,950	19.2%
Street Lights									
Personnel					\$0			0	
Supplies & Expenses					\$0			0	
Other Services & Charges	1,355,000	1,435,000	1,400,000		\$1,400,000		1,400,000	45,000	3.3%
Capital Outlays					\$0		0	0	
Total - Street Lights	\$1,355,000	\$1,435,000	\$1,400,000	\$0	\$1,400,000	\$0	\$1,400,000	\$45,000	3.3%
Engineering									
Personnel	\$622,020	628,880	\$649,820		\$649,820		\$649,820	27,800	4.5%
Supplies & Expenses	14,250	\$14,250	16,350		\$16,350		16,350	2,100	14.7%
Other Services & Charges	366,412	366,412	357,702		\$357,702		357,702	-8,710	-2.4%
Capital Outlays					\$0		0	0	#DIV/0!
Total - Engineering	\$1,002,682	\$1,009,542	\$1,023,872	\$0	\$1,023,872	\$0	\$1,023,872	\$21,190	2.1%
Shop									
Personnel	\$487,190	\$487,190	\$490,400		\$490,400		\$490,400	3,210	0.7%
Supplies & Expenses	29,950	29,950	29,950		\$29,950		29,950	0	0.0%
Other Services & Charges	56,600	56,600	56,600		\$56,600		56,600	0	0.0%
Capital Outlays					\$0		0	0	#DIV/0!
Total - Shop	\$573,740	\$573,740	\$576,950	\$0	\$576,950	\$0	\$576,950	\$3,210	0.6%
GOFS									
Personnel					\$0		\$0	0	#DIV/0!
Supplies & Expenses	5,120	5,120	5,120		\$5,120		5,120	0	0.0%
Other Services & Charges	18,500	19,000	18,900		\$18,900		18,900	400	2.2%
Capital Outlays					\$0		0	0	#DIV/0!
Total - GOFS	\$23,620	\$24,120	\$24,020	\$0	\$24,020	\$0	\$24,020	\$400	1.7%
Drainage									
Personnel					\$0		\$0	0	#DIV/0!
Supplies & Expenses	8,500	10,800	8,500		\$8,500		8,500	0	0.0%
Other Services & Charges	93,000	93,000	93,000		\$93,000		93,000	0	0.0%
Capital Outlays	670,000	670,000	670,000		\$670,000		670,000	0	0.0%
Total - Drainage	771,500	\$773,800	\$771,500	\$0	\$771,500	\$0	\$771,500	\$0	0.0%
Construction									
Personnel	\$678,870	\$678,870	\$682,200		\$682,200		\$682,200	3,330	0.5%

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Budget Requests - General Fund
Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budgets (Oct '22)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Supplies & Expenses									
Other Services & Charges	0	3,850,400			\$0		0	0	#DIV/0!
Capital Outlays	65,748	3,529,508	84,148		\$84,148		84,148		
Total - Economic Dev.	\$65,748	\$7,379,908	\$84,148	\$0	\$84,148	\$0	\$84,148	\$0	0.0%
Debt Service									
Principal	\$781,685	\$781,685	\$822,778		\$822,778		\$822,778	41,093	5.3%
Interest	337,708	337,708	319,425		\$319,425		\$319,425	-18,283	-5.4%
Paying Agent Fees	3,000	3,000	3,000		\$3,000		\$3,000		
Total Debt Service	\$1,122,393	\$1,122,393	\$1,145,203	\$0	\$1,145,203	\$0	\$1,145,203	\$22,810	2.0%
Airport									
Personnel					\$0		\$0	0	#DIV/0!
Supplies & Expenses	17,650	17,650	17,650		\$17,650		17,650	0	0.0%
Other Services & Charges	40,550	40,550	40,550		\$40,550		40,550	0	0.0%
Capital Outlays					\$0		0	0	
Total - Airport	\$58,200	\$58,200	\$58,200	\$0	\$58,200	\$0	\$58,200	\$0	0.0%
Cemetery									
Personnel	\$889,100	\$889,100	\$919,200		\$919,200		\$919,200	30,100	3.4%
Supplies & Expenses	82,350	82,350	82,350		\$82,350		82,350	0	0.0%
Other Services & Charges	60,301	60,301	60,301		\$60,301		60,301	0	0.0%
Capital Outlays	60,500	316,500	60,500		\$60,500		60,500	0	0.0%
Total - Cemetery	\$1,092,251	\$1,348,251	\$1,122,351	\$0	\$1,122,351	\$0	\$1,122,351	\$30,100	2.8%
Parking Garages									
Personnel	\$91,160	\$91,160	\$53,700		\$53,700		\$53,700	-37,460	-41.1%
Supplies & Expenses	2,050	2,050	2,050		\$2,050		2,050	0	0.0%
Other Services & Charges	54,350	54,350	54,350		\$54,350		54,350	0	0.0%
Capital Outlays					\$0		0	0	#DIV/0!
Total - Parking Garages	\$147,560	\$147,560	\$110,100	\$0	\$110,100	\$0	\$110,100	-\$37,460	-25.4%
Transfers to Other Funds	\$3,919,748	\$3,919,748	\$4,304,016		\$4,304,016		4,304,016	384,268	
EXPENDITURES & TRANSFERS	\$58,196,818	\$72,277,383	\$63,076,990	\$0	\$63,076,990	\$0	\$63,076,990	\$4,861,772	8.4%
Recap - General Fund									
Personnel	\$35,345,235	\$35,678,240	\$37,881,700	\$0	\$37,881,700	\$0	\$37,881,700	\$2,536,465	7.2%
Supplies & Expenses	2,731,682	3,012,926	2,827,676	0	2,827,676	0	2,827,676	\$95,994	3.5%
Other Services & Charges	14,207,730	20,778,614	16,042,152	0	16,042,152	0	16,042,152	\$1,834,422	12.9%
Capital Outlays	873,030	7,768,462	879,243	0	879,243	0	879,243	\$6,213	0.7%
Principal Payments	781,685	781,685	822,778	0	822,778	0	822,778	\$41,093	5.3%
Interest Payments	337,708	337,708	319,425	0	319,425	0	319,425	-\$18,283	-5.4%
Total - Gen. Fund Cost Centers	\$54,277,070	\$68,357,635	\$58,772,974	\$0	\$58,772,974	\$0	\$58,772,974	\$4,495,904	8.3%
Transfers to Other Funds:									
Parks & Rec.	2,317,341	2,317,341	\$2,654,176		\$2,654,176		\$2,654,176	\$336,835	14.5%
Fire Protection					\$0		\$0	\$0	
City Bond & Int.					\$0		\$0	\$0	
Airport Improvement	250,000	250,000	\$250,000		\$250,000		\$250,000	\$0	

CITY OF HATTIESBURG, MS - GENERAL FUND
 Analysis of Budget Requests - General Fund
 Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budgets (Oct '22)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Elam Arms TIF Debt Service	66,407	66,407	\$68,840		\$68,840				
Municipal Road & Bridge					\$0		\$0	\$0	
Mass Transit	400,000	400,000	\$445,000		\$445,000		\$445,000	\$45,000	11.3%
Community Centers	850,000	850,000	\$850,000		\$850,000		\$850,000	\$0	0.0%
CDBG	36,000	\$36,000	\$36,000		\$36,000			-\$36,000	
Kemper Park Improv. Fund					\$0		\$0	\$0	
Total Transfers	3,919,748	3,919,748	4,304,016	0	\$4,304,016	\$0	\$4,304,016	\$384,268	9.8%
Total - Expenditures & Transfers	\$58,196,818	\$72,277,383	\$63,076,990	\$0	\$63,076,990	\$0	\$63,076,990	\$4,880,172	8.4%
Ending Cash Budget	\$19,000,344	\$6,336,032	\$20,000,089	\$0	\$20,000,089	\$0	\$20,000,089	\$999,745	5.3%

CITY OF HATTIESBURG, MS - OTHER FUNDS

Analysis of Budget Requests

Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budget (Oct. '23)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Parks & Recreation (Fund #2):									
Recreation Maint.									
Personnel	\$1,738,970	\$1,760,105	\$1,906,397		\$1,906,397		\$1,906,397	\$167,427	9.6%
Supplies & Expenses	343,800	466,300	343,800		\$343,800		\$343,800	\$0	0.0%
Other Services & Charges	481,979	482,479	581,979		\$581,979		\$581,979	\$100,000	20.7%
Capital Outlays	0	204,000	0		\$0		\$0	\$0	#DIV/0!
Total - Recreation Maint.	\$2,564,749	\$2,912,884	\$2,832,176	\$0	\$2,832,176	\$0	\$2,832,176	267,427	10.4%
Recreation Admin.									
Personnel	\$611,600	\$628,790	\$648,300		\$648,300		\$648,300	\$36,700	6.0%
Supplies & Expenses	86,960	119,960	86,960		\$86,960		\$86,960	\$0	0.0%
Other Services & Charges	459,092	540,592	473,800		\$473,800		\$473,800	\$14,708	3.2%
Capital Outlays					\$0		\$0	\$0	
Total - Recreation Admin.	\$1,157,652	\$1,289,342	\$1,209,060	\$0	\$1,209,060	\$0	\$1,209,060	51,408	4.4%
Kamper Park Zoo									
Personnel-					\$0		\$0	\$0	
Supplies & Expenses					\$0		0	\$0	
Other Services & Charges					\$0		0	\$0	
Capital Outlays					\$0		0	\$0	
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	#DIV/0!
Recap - Parks & Recreation Fund:									
Personnel	\$2,350,570	\$2,388,895	\$2,554,697	\$0	\$2,554,697	\$0	\$2,554,697	\$204,127	8.7%
Supplies & Expenses	430,760	586,260	430,760	0	430,760	0	430,760	\$0	0.0%
Other Services & Charges	941,071	1,023,071	1,055,779	0	1,055,779	0	1,055,779	\$114,708	12.2%
Capital Outlays	0	204,000	0	0	0	0	0	\$0	#DIV/0!
Total - Recreation Fund	\$3,722,401	\$4,202,226	\$4,041,236	\$0	\$4,041,236	\$0	\$4,041,236	\$318,835	8.6%
Municipal Fire Protection (Fund #5):									
Personnel				\$0	\$0		\$0	\$0	
Supplies & Expenses	69,500	69,500	69,500		\$69,500		69,500	\$0	0.0%
Other Services & Charges	55,000	55,000	55,000		\$55,000		55,000	\$0	0.0%
Capital Outlays	75,000	853,500	75,000		\$75,000		75,000	\$0	0.0%
Principal Payments	65,958	65,958	67,850		\$67,850		67,850	\$1,892	2.9%
Interest Payments	4,081	4,081	2,190		\$2,190		2,190	-\$1,891	-46.3%
Total - Municipal Fire Prot. Fund	\$269,539	\$1,048,039	\$269,540	\$0	\$269,540	\$0	\$269,540	\$1	0.0%
Special Streets (Fund #8):									
Personnel				\$0	\$0		\$0	\$0	
Supplies & Expenses				0	\$0		0	\$0	
Other Services & Charges	326,800	326,800	363,000		\$363,000		444,800	\$118,000	36.1%
Capital Outlays					\$0		0	\$0	
Total - Special Streets	\$326,800	\$326,800	\$363,000	\$0	\$363,000	\$0	\$444,800	\$118,000	36.1%

Water & Sewer Operation & Maint. (Fund #9):

Customer Accounts Cost Center

CITY OF HATTIESBURG, MS - OTHER FUNDS

Analysis of Budget Requests

Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budget (Oct. '23)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Personnel	\$848,920	848,920	\$931,720		\$931,720		\$931,720	\$82,800	9.8%
Supplies & Expenses	74,300	74,300	74,300		\$74,300		74,300	\$0	0.0%
Other Services & Charges	497,900	442,900	497,900		\$497,900		497,900	\$0	0.0%
Capital Outlays	25,000	35,000	30,000		\$30,000		30,000	\$5,000	20.0%
Total - Customer Accounts	\$1,446,120	\$1,401,120	\$1,533,920	\$0	\$1,533,920	\$0	\$1,533,920	\$87,800	6.1%
Water Transmission Cost Center									
Personnel	\$1,057,830	\$1,068,600	\$1,107,820		\$1,107,820		\$1,107,820	\$49,990	4.7%
Supplies & Expenses	1,120,500	838,000	1,120,500		\$1,120,500		1,120,500	\$0	0.0%
Other Services & Charges	2,187,300	2,640,800	2,237,300		\$2,237,300		2,237,300	\$50,000	2.3%
Capital Outlays	220,000	60,000	140,000		\$140,000		140,000	-\$80,000	-36.4%
Total - Water Trans.	\$4,585,630	\$4,607,400	\$4,605,620	\$0	\$4,605,620	\$0	\$4,605,620	\$19,990	0.4%
Plant Cost Center									
Personnel	\$620,350	\$630,350	\$706,670		\$706,670		\$706,670	\$86,320	13.9%
Supplies & Expenses	142,000	548,000	542,000		\$542,000		542,000	\$400,000	281.7%
Other Services & Charges	1,442,000	1,436,000	1,442,000		\$1,442,000		1,442,000	\$0	0.0%
Capital Outlays	90,000	90,000	0		\$0		0	-\$90,000	-100.0%
Total - Plant	\$2,294,350	\$2,704,350	\$2,690,670	\$0	\$2,690,670	\$0	\$2,690,670	\$396,320	17.3%
Sewer Cost Center									
Personnel	\$513,920	\$513,920	\$472,000		\$472,000		\$472,000	-\$41,920	-8.2%
Supplies & Expenses	330,100	335,100	330,100		\$330,100		330,100	\$0	0.0%
Other Services & Charges	2,559,500	3,032,500	2,559,500		\$2,559,500		2,559,500	\$0	0.0%
Capital Outlays	410,000	9,000	0		\$0		0	-\$410,000	-100.0%
Total - Sewer	\$3,813,520	\$3,890,520	\$3,361,600	\$0	\$3,361,600	\$0	\$3,361,600	-\$451,920	-11.9%
Lagoon Cost Center									
Personnel	\$347,170	\$347,170	\$403,070		\$403,070		\$403,070	\$55,900	16.1%
Supplies & Expenses	377,220	332,220	377,220		\$377,220		377,220	\$0	0.0%
Other Services & Charges	2,374,400	2,136,400	2,374,400		\$2,374,400		2,374,400	\$0	0.0%
Capital Outlays					\$0		0	\$0	#DIV/0!
Principal Payments					\$0		0	\$0	#DIV/0!
Interest Payments					\$0		0	\$0	#DIV/0!
Total - Lagoon Cost Center	\$3,098,790	\$2,815,790	\$3,154,690	\$0	\$3,154,690	\$0	\$3,154,690	\$55,900	1.8%
Recap: Water & Sewer O & M Fund:									
Personnel	\$3,388,190	\$3,408,960	\$3,621,280	\$0	\$3,621,280	\$0	\$3,621,280	\$233,090	6.9%
Supplies & Expenses	2,044,120	2,127,620	2,444,120	0	2,444,120	0	2,444,120	\$400,000	19.6%
Other Services & Charges	9,061,100	9,688,600	9,111,100	0	9,111,100	0	9,111,100	\$50,000	0.6%
Capital Outlays	745,000	194,000	170,000	0	170,000	0	170,000	-\$575,000	-77.2%
Principal Payments	0	0	0	0	0	0	0	\$0	#DIV/0!
Interest Payments	0	0	0	0	0	0	0	\$0	#DIV/0!
Total - Water & Sewer O & M Fund	\$15,238,410	\$15,419,180	\$15,346,500	\$0	\$15,346,500	\$0	\$15,346,500	\$108,090	0.7%
Water & Sewer Bond & Int. (Fund #10):									
Other Services & Charges									
Principal Payments	5,750,000	\$5,750,000	\$5,535,000		\$5,535,000		\$5,535,000	-\$215,000	-3.7%
Interest Payments	1,967,909	1,967,909	\$918,850		\$918,850		\$918,850	-\$1,049,059	-53.3%

CITY OF HATTIESBURG, MS - OTHER FUNDS

Analysis of Budget Requests

Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budget (Oct. '23)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Paying Agent Fees	15,000	15,000	\$15,000		\$15,000		\$15,000	\$0	0.0%
Total - W & S Bond & Int. Fund	\$7,732,909	\$7,732,909	\$6,468,850	\$0	\$6,468,850	\$0	\$6,468,850	-\$1,264,059	-16.3%
Water & Sewer Revenue (Fund #11):									
Principal Payments					\$0		\$0	\$0	#DIV/0!
Interest Payments					\$0		0	\$0	#DIV/0!
other services & charges	81,000	81,000	82,500		\$82,500		82,500	\$1,500	1.9%
Transfers to other funds	25,263,000	25,283,800	28,129,000		\$28,129,000		28,129,000	\$2,866,000	11.3%
Total - W & S Revenue Fund	\$25,344,000	\$25,364,800	\$28,211,500	\$0	\$28,211,500	\$0	\$28,211,500	\$2,867,500	11.3%
1999 Tax Increment (Planet Fitness) Bond & Int (Fund #12):									
Principal Payments	\$38,685	\$38,685	\$40,108		\$40,108		\$40,108	\$1,423	3.7%
Interest Payments	19,928	19,928	17,189		\$17,189		17,189	-\$2,739	-13.7%
Other Services & Charges	100	100	0		\$0		0	-\$100	
Transfers									
Paying Agent Fees					\$0		0	\$0	#DIV/0!
Total - 1999 TIF Bond & Int Fund	\$58,713	\$58,713	\$57,297	\$0	\$57,297	\$0	\$57,297	-\$1,416	-2.4%
City Bond & Interest (Fund #13):									
Principal Payments	\$819,285	\$819,285	\$1,448,863		\$1,448,863		\$1,448,863	\$629,578	76.8%
Interest Payments	2,019,015	2,019,015	1,988,759		\$1,988,759		1,988,759	-\$30,256	-1.5%
Other Services & Charges	30,000	30,000	30,000		\$30,000		30,000	\$0	0.0%
Paying Agent Fees	20,000	20,000	20,000		\$20,000		20,000	\$0	0.0%
Total - 1999 TIF Bond & Int Fund	\$2,888,300	\$2,888,300	\$3,487,622	\$0	\$3,487,622	\$0	\$3,487,622	\$599,322	20.7%
Supplemental Environmental Project Fund (Fund #17):									
Supplies					\$0		\$0	\$0	#DIV/0!
Other Services & Charges	100,000	100,000	170,800		\$170,800		170,800	\$70,800	70.8%
Capital Outlay									
Transfers					\$0		0	\$0	#DIV/0!
Total - 1999 TIF Bond & Int Fund	\$100,000	\$100,000	\$170,800	\$0	\$170,800	\$0	\$170,800	\$70,800	70.8%
Police Fines & Forfeitures (Fund #19):									
Personnel				\$0	\$0		\$0	\$0	
Supplies & Expenses	0	37,965	0		\$0		0	\$0	
Other Services & Charges	0	10,000	0		\$0		0	\$0	
Capital Outlays	0	0	0		\$0		0	\$0	#DIV/0!
Transfer to Other Funds					\$0		0	\$0	
Total - Fines & Forf. Fund	\$0	\$47,965	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):									
Principal Payments	\$180,000	\$180,000	\$185,000		\$185,000		\$185,000	\$5,000	2.8%
Interest Payments	65,475	65,475	56,625		\$56,625		56,625	-\$8,850	-13.5%
Paying Agent Fees	2,000	2,000	2,000		\$2,000		2,000	\$0	0.0%
Total - 2002 TIF Bond & Int Fund	\$247,475	\$247,475	\$243,625	\$0	243,625	\$0	243,625	-\$3,850	-1.6%
Series 2004 TIF Bond & Int (Home Depot, Fund #21):									
Principal Payments				\$0	\$0		\$0	\$0	#DIV/0!

CITY OF HATTIESBURG, MS - OTHER FUNDS

Analysis of Budget Requests

Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budget (Oct. '23)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Interest Payments				0	\$0		0	\$0	#DIV/0!
Transfers									
Paying Agent Fees				0	\$0		0	\$0	#DIV/0!
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):									
Principal Payments	\$155,000	\$155,000	\$160,000	\$0	\$160,000		\$160,000	\$5,000	3.2%
Interest Payments	38,790	38,790	31,050	0	\$31,050		31,050	-\$7,740	-20.0%
Paying Agent Fees	2,500	2,500	2,500	0	\$2,500		2,500	\$0	0.0%
Transfers to Other Funds					\$0		0	\$0	
Total - 2003 TIF Bond & Int Fund	\$196,290	\$196,290	\$193,550	\$0	\$193,550	\$0	\$193,550	-\$2,740	-1.4%
Series 2007 TIF Bond & Int (Turtle Crk. Fund 23):									
Principal Payments	\$105,000	\$105,000	\$110,000		\$110,000		110,000	\$5,000	4.8%
Interest Payments	33,685	33,685	\$27,865		\$27,865		27,865	-\$5,820	-17.3%
Paying Agent Fees	2,500	2,500	\$2,500		\$2,500		2,500	\$0	0.0%
Total - 2007 TIF Bond & Int Fund	\$141,185	\$141,185	\$140,365	\$0	\$140,365		\$140,365	-\$820	-0.6%
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):									
Principal Payments	\$50,000	\$50,000	\$0		\$0		0	-\$50,000	-100.0%
Interest Payments	2,000	2,000	\$0		\$0		0	-\$2,000	-100.0%
Paying Agent Fees	1,000	1,000	\$0		\$0		0	-\$1,000	-100.0%
Total - 2008 TIF Bond & Int Fund	\$53,000	\$53,000	\$0		\$0		0	-\$53,000	-100.0%
Series 2011 TIF Bond & Int (Turtle Creek Commons (Kohl's) Fund 25):									
Principal Payments					\$0		0	\$0	#DIV/0!
Interest Payments					\$0		0	\$0	#DIV/0!
Transfer		\$1,255			\$0		0	\$0	#DIV/0!
Total - 2011 TIF Bond & Int Fund	\$0	\$1,255	\$0		\$0		0	0	#DIV/0!
Series 2016 TIF Bond & Int (Whispering Pines Fund 26):									
Principal Payments	\$190,000	\$190,000	\$197,000		\$197,000		197,000	\$7,000	3.7%
Interest Payments	\$90,103	\$90,103	\$82,503		\$82,503		82,503	-\$7,600	-8.4%
Paying Agent Fees	\$2,000	\$2,000	\$2,000		\$2,000		2,000	\$0	0.0%
Total - 2011 TIF Bond & Int Fund	\$282,103	\$282,103	\$281,503	\$0	\$281,503	\$0	\$281,503	-\$600	-0.2%
Series 2016 TIF Bond & Int (Hattiesburg Clinic Midtown Fund 28):									
Principal Payments	\$53,000	\$53,000	\$55,000		\$55,000		55,000	\$2,000	3.8%
Interest Payments	\$22,605	\$22,605	\$20,486		\$20,486		20,486	-\$2,119	-9.4%
Paying Agent Fees					\$0		0	\$0	#DIV/0!
Total - 2011 TIF Bond & Int Fund	\$75,605	\$75,605	\$75,486	\$0	\$75,486	\$0	\$75,486	-\$119	-0.2%
Airport Imp. (Fund #39):									
Personnel				\$0	\$0		\$0	\$0	
Supplies & Expenses				0	\$0		\$0	\$0	
Other Services & Charges	50,000	50,000	50,000	0	\$50,000		\$50,000	\$0	0.0%
Capital Outlays	3,700,000	3,359,283	3,269,860	0	\$3,269,860		3,269,860	-\$430,140	-11.6%
Total - Airport Imp. Fund	\$3,750,000	\$3,409,283	\$3,319,860	\$0	\$3,319,860	\$0	\$3,319,860	-\$430,140	-11.5%

CITY OF HATTIESBURG, MS - OTHER FUNDS

Analysis of Budget Requests

Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budget (Oct. '23)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Series 2015 TIF Bond & Int Fund (Ridge @ Turtle Creek - Academy Sports) Fund 50:									
Bonds Redeemed	75,000	75,000	\$79,000		\$79,000		79,000	\$4,000	5.3%
Interest on Bonds	44,413	44,413	\$40,178		\$40,178		40,178	-\$4,235	-9.5%
Paying Agent Fees	2,000	2,000	\$2,000		\$2,000		2,000	\$0	0.0%
Other Services & Charges					\$0		0	\$0	
Total - 2015 TIF Bond & Int Fund	\$ 121,413	\$121,413	\$121,178	\$0	\$121,178	\$0	\$121,178	-\$235	-0.2%
Series 2015 TIF Bond & Int Fund (Midtown Market) Fund 51:									
Bonds Redeemed	13,000	13,000	\$14,000		\$14,000		14,000	\$1,000	7.7%
Interest on Bonds	7,673	7,673	\$6,930		\$6,930		6,930	-\$743	-9.7%
Paying Agent Fees	2,000	2,000	\$2,000		\$2,000		2,000	\$0	0.0%
Other Services & Charges					\$0		0	\$0	#DIV/0!
Total - 2015 TIF Bond & Int Fund	\$ 22,673	\$ 22,673	\$ 22,930	\$ -	\$ 22,930	\$ -	\$ 22,930	\$ 257	1.1%
Series 2019 TIF Bond & Int Fund (Elam Arms Fund 52:									
Bonds Redeemed	172,000	172,000	\$179,000		\$179,000		179,000	\$7,000	4.1%
Interest on Bonds	119,935	119,935	\$112,797		\$112,797		112,797	-\$7,138	-6.0%
Paying Agent Fees	2,500	2,500	\$2,500		\$2,500		2,500	\$0	0.0%
Other Services & Charges					\$0		0	\$0	#DIV/0!
Total - 2019 TIF Bond & Int Fund	\$ 294,435	\$ 294,435	\$ 294,297	\$ -	\$ 294,297	\$ -	\$ 294,297	\$ (138)	0.0%
Municipal Road & Bridge (Fund #72):									
Personnel					\$0		\$0	\$0	
Supplies & Expenses					\$0		0	\$0	#DIV/0!
Other Services & Charges	1,540,000	1,540,000	1,420,000		\$1,420,000		1,420,000	-\$120,000	-7.8%
Capital Outlays	2,384,976	6,221,769	0		\$0		0	-\$2,384,976	-100.0%
Principal					\$0		0	\$0	#DIV/0!
Interest					\$0		0	\$0	#DIV/0!
Total - Mun. Road & Bridge Fund	\$3,924,976	\$7,761,769	\$1,420,000	\$0	\$1,420,000	\$0	\$1,420,000	-\$2,504,976	-63.8%
Mass Transit (Fund #73):									
Personnel	\$1,452,580	\$1,452,580	\$1,544,500		\$1,544,500		\$1,544,500	\$91,920	6.3%
Supplies & Expenses	246,410	303,410	246,410		\$246,410		246,410	\$0	0.0%
Other Services & Charges	416,875	555,175	326,875		\$326,875		326,875	-\$90,000	-21.6%
Capital Outlays	3,020,997	6,121,218	3,856,392		\$3,856,392		3,856,392	\$835,395	27.7%
Total - Mass Transit Fund	\$5,136,862	\$8,432,383	\$5,974,177	\$0	\$5,974,177	\$0	\$5,974,177	\$745,395	14.5%
Water & Sewer Construction (Fund #75):									
Personnel					\$0		\$0	\$0	#DIV/0!
Supplies & Expenses					\$0		0	\$0	#DIV/0!
Other Services & Charges	1,000,000	1,000,000	2,000,000		\$2,000,000		2,000,000	\$1,000,000	100.0%
Transfers					\$0		0	\$0	#DIV/0!
Capital Outlays	4,212,895	6,888,195	6,005,300		\$6,005,300		6,005,300	\$1,792,405	42.5%
Total - W & S Construction Fund	\$5,212,895	\$7,888,195	\$8,005,300	\$0	\$8,005,300	\$0	\$8,005,300	\$2,792,405	53.6%
Community Centers (Fund #77):									
Personnel	\$655,060	\$653,600	\$613,900		\$613,900		\$613,900	-\$41,160	-6.3%

CITY OF HATTIESBURG, MS - OTHER FUNDS

Analysis of Budget Requests

Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budget (Oct. '23)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Supplies & Expenses	45,700	49,200	45,700		\$45,700		45,700	\$0	0.0%
Other Services & Charges	191,100	205,100	191,100		\$191,100		191,100	\$0	0.0%
Capital Outlays	70,500	289,740	70,500		\$70,500		70,500	\$0	0.0%
Total - Community Centers Fund	\$962,360	\$1,197,640	\$921,200	\$0	\$921,200	\$0	\$921,200	\$0	0.0%
Community Dev. Block Grant (Fund #82):									
Personnel	\$353,990	\$330,635	\$297,400		\$297,400		\$297,400	-\$56,590	-16.0%
Supplies & Expenses	8,250	8,250	8,250		\$8,250		8,250	\$0	0.0%
Other Services & Charges	973,850	973,850	920,660		\$920,660		920,660	-\$53,190	-5.5%
Capital Outlays	0	1,507,216	1,507,216		\$1,507,216		1,507,216	\$1,507,216	#DIV/0!
Transfers							0	\$0	
Total - CDBG Fund	\$1,336,090	\$2,819,951	\$2,733,526	\$0	\$2,733,526	\$0	\$2,733,526	\$1,454,026	108.8%
Special Sales Tax Parks/Rec/USM Impr (Fund 86):									
Personnel	52,980	\$52,980	\$53,850		\$53,850		\$53,850	\$870	1.6%
Supplies & Expenses					\$0		0	\$0	#DIV/0!
Other Services & Charges	1,496,500	1,889,206	1,775,000		\$1,775,000		1,775,000	\$278,500	18.6%
Capital Outlays	3,496,500	8,286,535	1,600,000		\$1,600,000		1,600,000	-\$1,896,500	-54.2%
Total - Parks/Rec/USM Impr Fund	\$5,045,980	\$10,228,721	\$3,428,850	\$0	\$3,428,850	\$0	\$3,428,850	-\$1,618,000	-32.1%
Covid Fiscal Recovery Fund (Fund #79):									
Personnel	0				\$0		\$0	\$0	
Supplies & Expenses	0				\$0		0	\$0	
Transfers Out	0				\$0		0		
Other Services & Charges	0				\$0		0	\$0	
Capital Outlays	12,875,822	12,875,808	12,875,808		\$12,875,808		12,875,808	-\$14	
Total - Series 2009 Const. Fund	\$12,875,822	\$12,875,808	\$12,875,808	\$0	\$12,875,808	\$0	\$12,875,808	-\$14	
Public Safety/Recreation Construction (Fund #88):									
Personnel					\$0		0	\$0	
Supplies & Expenses					\$0		0	\$0	
Other Services & Charges		\$0			\$0		0	\$0	#DIV/0!
Capital Outlay	\$11,881,000	\$29,830,591	\$18,661,078		\$18,661,078		18,661,078	\$6,780,078	57.1%
Transfers					\$0		0	\$0	
Total - Pub.Safety/Recr Constr.Fund	11,881,000	29,830,591	18,661,078	0	18,661,078	0	18,661,078	6,780,078	#DIV/0!
MDA Energy Efficiency Capital Projects (Fund 89):									
Personnel					\$0		\$0	0	
Supplies & Expenses					\$0		0	0	
Other Services & Charges	0				\$0		0	0	#DIV/0!
Capital Outlays	0	0			\$0		0	0	#DIV/0!
Transfers					\$0		0	0	
Total - MDA Energy Eff. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Series 2008 Note - Downtown Lighting (Fund 90):									
Personnel					\$0		\$0	0	
Supplies & Expenses					\$0		0	0	
Other Services & Charges					\$0		0	0	

CITY OF HATTIESBURG, MS - OTHER FUNDS

Analysis of Budget Requests

Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budget (Oct. '23)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Capital Outlays					\$0		0	\$0	
Transfers					\$0		0	0	
Total - Series 2008 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TIF Construction (Fund # 91):									
Personnel					\$0		\$0	0	
Supplies & Expenses					\$0		0	0	
Other Services & Charges		0			\$0		0	\$0	
Capital Outlays		0			\$0		0	\$0	
Transfers	0	0	0		\$0		0	0	#DIV/0!
Total - TIF Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2016 Water /Sewer Capital Projects (Fund # 93):									
Personnel					\$0		\$0	0	
Supplies & Expenses					\$0		0	0	
Other Services & Charges					\$0		\$0	\$0	#DIV/0!
Capital Outlays	1,700,000	1,676,138	1,676,138		\$1,676,138		1,676,138	-\$23,862	-1.4%
Transfers					\$0		0	0	
Total - Series 2012 Constr. Fund	\$1,700,000	\$1,676,138	\$1,676,138	\$0	\$1,676,138	\$0	\$1,676,138	-\$23,862	
2012 Water /Sewer Capital Projects (Fund # 94):									
Personnel					\$0		\$0	0	
Supplies & Expenses					\$0		0	0	
Other Services & Charges					\$0		0	\$0	
Capital Outlays					\$0		0	\$0	#DIV/0!
Transfers	64	65	65		\$65		65	0	
Total - Series 2012 Constr. Fund	\$64	\$65	\$65	\$0	\$65	\$0	\$65	\$0	
2019 Fire Station Construction Fund (Fund 95):									
Personnel					\$0		\$0	0	
Supplies & Expenses					\$0		0	0	
Other Services & Charges					\$0		0	0	
Capital Outlays	946,000	946,441	949,500		\$949,500		949,500	\$3,500	0.4%
Transfers		0			\$0		0	0	
Total - Series 2019 Const. Fund	\$946,000	\$946,441	\$949,500	\$0	\$949,500	\$0	\$949,500	\$3,500	0.4%
Infrastructure Impr/Internet Sales Tax Fund (Fund 97):									
Personnel					\$0		\$0	0	
Supplies & Expenses					\$0		0	0	
Other Services & Charges					\$0		0	0	
Transfers									
Capital Outlays	2,089,063	5,673,013	7,200,000		\$7,200,000		7,200,000	\$5,110,937	244.7%
Total - Infrastructure Impr. Fund	\$2,089,063	\$5,673,013	\$7,200,000	\$0	\$7,200,000	\$0	\$7,200,000	\$5,110,937	244.7%
Kamper Park Imp. (Fund #98):									
Personnel					\$0		\$0	\$0	
Supplies & Expenses					\$0		0	\$0	
Other Services & Charges					\$0		0	\$0	

CITY OF HATTIESBURG, MS - OTHER FUNDS

Analysis of Budget Requests

Fiscal Year Ending September 30, 2024

	ORIGINAL 2023 Budget (Oct. '23)	AMENDED 2023 Budgets (as of Aug '23)	INITIAL 2024 REQUESTS	ADJUST- MENTS PRIOR TO PUBLIC HEARING	BUDGETS PRESENTED AT PUBLIC HEARING	ADJUST- MENTS After PUBLIC HEARING	PROPOSED FY 2024 BUDGETS	INCREASE (DECREASE) FY'24 VS. FY '23	% INCREASE (DECREASE) FY'24 VS. FY '23
Capital Outlays	2,370	2,369	2,390		\$2,390		2,390	\$20	0.8%
Total - Kamper Park Imp. Fund	\$2,370	\$2,369	\$2,390	\$0	\$2,390	\$0	\$2,390	\$20	0.8%
Series 2010 Water & Sewer G.O. Constr. (Fund #99):									
Personnel					\$0		\$0	\$0	
Supplies & Expenses					\$0		0	\$0	
Other Services & Charges					\$0		0	\$0	
Transfers							0	\$0	
Capital Outlays					\$0		0	\$0	
Total - Series 2010 W/S Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Series 2013 Water & Sewer Construction (Fund #105):									
Personnel					\$0		\$0	0	
Supplies & Expenses					\$0		0	0	
Other Services & Charges		0			\$0		0	0	
Capital Outlays	0	0			\$0		0	\$0	
Transfers Out	0	572	593		\$593		593		
Total - Series 1999 TIF Const.	\$0	\$572	\$593	\$0	\$593	\$0	\$593	\$0	#DIV/0!
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND									
	\$111,978,733	\$151,367,305	\$126,957,764	\$0	\$126,957,764	\$0	\$127,039,564	\$15,065,197	#DIV/0!
General Fund	\$58,196,818	\$72,277,383	\$63,076,990	\$0	\$63,076,990	\$0	\$63,076,990	\$4,880,172	8.4%
TOTAL EXPENDITURES & TRANSFERS	\$170,175,551	\$223,644,688	\$190,034,754	\$0	\$190,034,754	\$0	\$190,116,554	\$19,941,003	11.7%
Less: Interfund Transfers	-29,182,812	-29,205,440	-32,433,674	0	-32,433,674	0	-32,433,674	-3,250,268	11.1%
TOTAL EXPENDITURES	\$140,992,739	\$194,439,248	\$157,601,080	\$0	\$157,601,080	\$0	\$157,682,880	\$16,690,735	11.8%
Recap of City-Wide Expenditure Budgets:									
Personnel	\$43,598,605	\$43,965,890	\$46,567,327	\$0	\$46,567,327	\$0	\$46,567,327	\$2,968,722	6.8%
Supplies & Expenses	5,576,422	6,195,131	6,072,416	0	6,072,416	0	6,072,416	495,994	8.9%
Other Services & Charges	30,522,626	38,358,016	33,644,466	0	33,644,466	0	33,726,266	3,203,640	10.5%
Capital Outlays	48,073,153	92,698,278	58,798,425	0	58,798,425	0	58,798,425	10,725,272	22.3%
Principal Payments	8,448,613	8,448,613	8,893,599	0	8,893,599	0	8,893,599	444,986	5.3%
Interest Payments	4,773,320	4,773,320	3,624,847	0	3,624,847	0	3,624,847	-1,077,673	-22.6%
Total Expenditure Budgets	\$140,992,739	\$194,439,248	\$157,601,080	\$0	\$157,601,080	\$0	\$157,682,880	\$16,760,941	11.9%



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, September 5, 2023

Re: Adopt a Resolution declaring portions of property identified as Forrest County Parcel PPIN 20852 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into an administrative settlement with Mary Barnett, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$7,079.15 to Mary Barnett for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-592
Minute Book #

Summary

Adopt resolution declaring portions of property identified as Forrest County Parcel PPIN 20852 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into an administrative settlement with Mary Barnett, and any and all interest holders in said property, to acquire rights to the property.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 5, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to Mary Barnett, or her successors in title and/or other parties interested in said property which is more particularly described as Forrest County Parcel PPIN 20852 (and more particularly described in Exhibit A hereto) and in the construction plans for the project, which plans are made a part hereof by reference:

WHEREAS, the City previously made a Fair Market Value Offer for certain parcels belonging to Mary Barnett for acquisition of permanent right of way and temporary easements, and has subsequently entered negotiations with Mary Barnett regarding acquisition price, loss of improvements, damages and cost to cure;

WHEREAS, the Council has determined that it is prudent and in the best interest of the public, considering risks of trial, litigation expense, and project delay, among other considerations, to authorize the mayor to enter into enter an administrative settlement with Mary Barnett, and any and all interest holders in said property, to make a total payment of \$7,079.15 to Mary Barnett for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO;

NOW, THEREFORE, LET IT BE KNOWN THAT the Mayor is authorized to offer and to enter into enter an administrative settlement with Mary Barnett, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$7,079.15 to Mary Barnett for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was

introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted 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

LINE	BEARING	DISTANCE
L1	N 88°47'13" W	10.00'
L2	N 44°23'23" E	14.40'
L3	S 00°24'02" W	10.50'
L4	N 88°47'13" W	140.00'
L5	N 00°14'47" E	5.00'
L6	S 88°47'13" E	134.01'
L7	N 00°24'02" E	71.50'
L8	S 88°55'03" E	16.00'
L9	S 00°24'02" W	66.04'

Legend

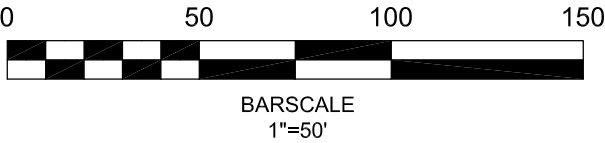
- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

ARLINGTON LOOP (50' Right-of-Way)

POINT OF BEGINNING
Temporary Construction Easement
Set #5 Rebar w/ cap
N:662703.34 E:827782.16

Tract I
(0.001 Acres±)
53 Sq.Ft.

POC/P.O.B.
Tract I
Found ½" pipe
SE corner of Lot 7,
Block 7, Monte Vista Terrace,
Forrest County, Mississippi
N:662703.13 E:827792.15
Scale Factor: 0.99997804
Convergence: -0° 15' 38"



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 6, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.001 acres (53 square feet), more or less, situated in part of lots 6 & 7, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a ½" pipe found located at the Southeast corner of said Lot 7, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15;

Thence along the South line of said Block 7, North 88 Degrees 47 Minutes 13 Seconds West 10.00 feet to a #5 rebar and cap set;

thence North 44 Degrees 23 Minutes 23 Seconds East 14.40 feet to a #5 rebar and cap set;

thence South 00 Degrees 24 Minutes 02 Seconds West 10.50 feet to the POINT OF BEGINNING

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.04 acres (1842 square feet), more or less, situated in part of lots 6 & 7, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a ½" pipe found located at the Southeast corner of said Lot 14, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15; thence along the South line of said Block 7, North 88 Degrees 47 Minutes 13 Seconds West 10.00 feet to a #5 rebar and cap set (N:662703.34 E827782.16), said point being the POINT OF BEGINNING;

Thence North 88 Degrees 47 Minutes 13 Seconds West 140.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 14 Minutes 47 Seconds East 5.00 feet to a #5 rebar and cap set;

Thence South 88 Degrees 47 Minutes 13 Seconds East 134.01 feet;

Thence North 00 Degrees 24 Minutes 02 Seconds East 71.50 feet;

Thence South 88 Degrees 55 Minutes 03 Seconds East 16.00 feet to a ½" pipe found;

Thence South 00 Degrees 24 Minutes 02 Seconds West 66.04 feet to a #5 rebar and cap set;

Thence South 44 Degrees 23 Minutes 23 Seconds West 14.40 feet to the POINT OF BEGINNING;

Exhibit A



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Mary Barnett
part of Lots 6 & 7, Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20852

DRAWING No.:NS16886_mid 28.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/1/2022 SHEET 1 of 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, September 5, 2023

Re: Adopt a Resolution declaring portions of property identified as Forrest County Parcel PPINs 17802, 17803, 20813, 20814, 46013, 17801, and 17800 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into an administrative settlement with Hattiesburg Clinic P.A., and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$200,158.00 to Hattiesburg Clinic P.A., and the acceptance of donation of portion of other portions of property, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-598
Minute Book #

Summary

Adopt resolution declaring portions of property identified as Forrest County Parcel PPINs 17802, 17803, 20813, 20814, 46013, 17801, necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into an administrative settlement with Hattiesburg Clinic P.A., and any and all interest holders in said property, to acquire rights to the property.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 5, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to Hattiesburg Clinic P.A., or its successors in title and/or other parties interested in said property which is more particularly described as Forrest County Parcel PPINs 17802, 17803, 20813, 20814, 46013, 17801, and 17800 (and more particularly described in Exhibit A hereto) and in the construction plans for the project, which plans are made a part hereof by reference:

WHEREAS, the City previously made a Fair Market Value Offer for certain parcels belonging to Hattiesburg Clinic for acquisition of permanent right of way and has discussed donation of certain temporary easements, and has subsequently entered negotiations with Hattiesburg Clinic regarding acquisition price, donation of parcels and payment for parcels;

WHEREAS, the Council has determined that it is prudent and in the best interest of the public, considering risks of trial, litigation expense, and project delay, among other considerations, to authorize the mayor to enter into enter an administrative settlement with Hattiesburg Clinic P.A., and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$200,158.00 to Hattiesburg Clinic for permanent right of way, and the acceptance of donation of portion of other portions of property identified herein above;

NOW, THEREFORE, LET IT BE KNOWN THAT the Mayor is authorized to offer and to enter into enter an administrative settlement with Hattiesburg Clinic P.A., and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$200,158 to Hattiesburg Clinic (including any interest or lienholders), and the acceptance of donation of portions of other property identified herein above, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was

introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted 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:

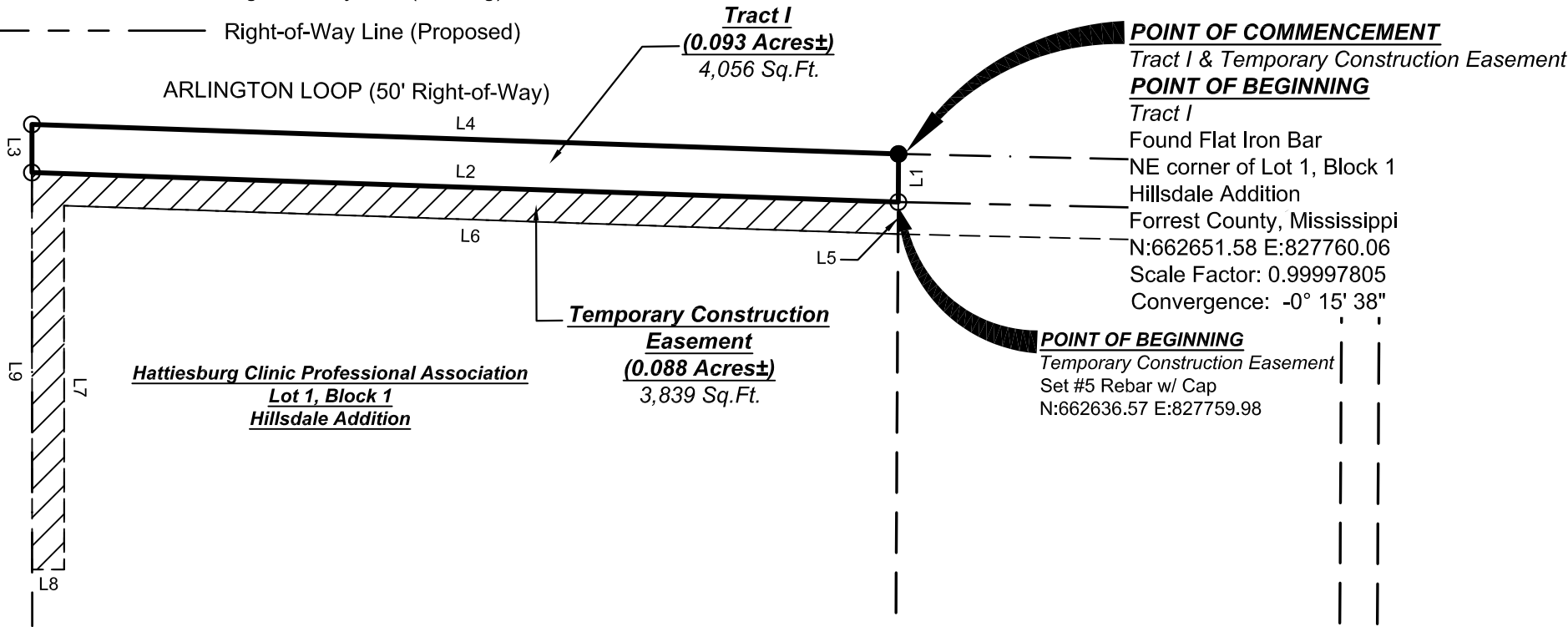
CITY CLERK

MAYOR

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- Property Line
- - - - - Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 00°19'09" W	15.01'
L2	N 88°02'53" W	270.34'
L3	N 00°00'13" W	15.01'
L4	S 88°02'53" E	270.42'
L5	S 00°19'09" W	10.00'
L6	N 88°02'53" W	260.27'
L7	S 00°02'10" E	113.46'
L8	West	10.00'
L9	N 00°02'13" W	123.81'



Legal Description Tract 1

A proposed tract of land containing 0.093 acres (4,056 square feet), more or less, situated in Lot 1 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06;

Thence South 00 Degrees 19 Minutes 09 Seconds West 15.01 feet to a #5 rebar and cap set;

Thence North 88 Degrees 02 Minutes 53 Seconds West 270.34 feet to a #5 rebar and cap set;

Thence North 00 Degrees 00 Minutes 13 Seconds West 15.01 feet to a #5 rebar and cap set;

Thence South 88 Degrees 02 Minutes 53 Seconds East 270.42 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.088 acres (3,839 square feet), more or less, situated in Lot 1 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 00 Degrees 19 Minutes 09 Seconds West 15.01 feet to a #5 rebar and cap set (N:662636.57 E:827759.98) marking the POINT OF BEGINNING;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet;

Thence North 88 Degrees 02 Minutes 53 Seconds West 260.27 feet;

Thence South 00 Degrees 02 Minutes 10 Seconds East 113.46 feet;

Thence North 90 Degrees 00 Minutes 00 Seconds West 10.00 feet;

Thence West 123.81 feet to a #5 rebar and cap set;

Thence South 88 Degrees 02 Minutes 53 Seconds East 270.34 feet to the POINT OF BEGINNING.

Exhibit A



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022

Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Lot 1, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17803

DRAWING No.:NS16886_HCPA 4.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	138.46'
L2	S 00°19'09" W	15.00'
L3	N 88°40'15" W	138.46'
L4	N 00°19'09" E	15.01'
L5	S 00°19'09" W	10.00'
L6	N 88°40'18" W	138.46'
L7	N 00°19'09" E	10.00'

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- =====

Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

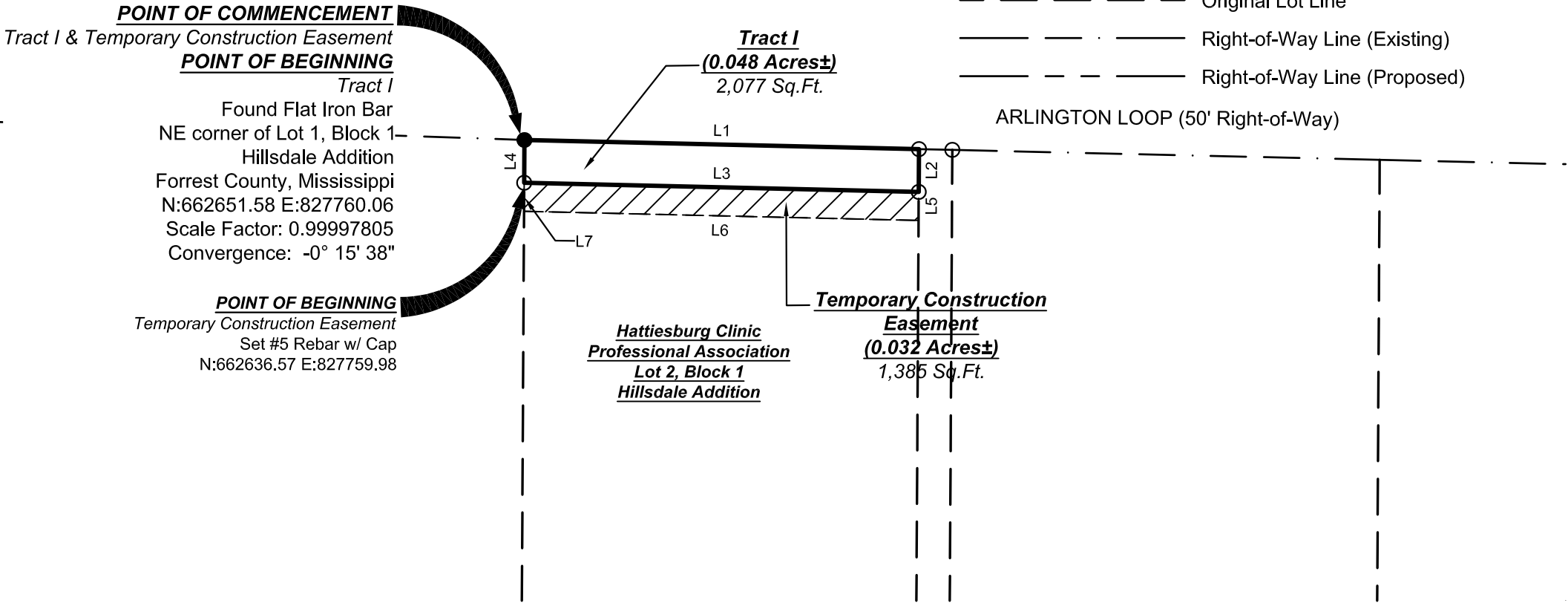
CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



Legal Description Tract 1

A proposed tract of land containing 0.048 acres (2,077 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06;

Thence South 88 Degrees 40 Minutes 09 Seconds East 138.46 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 15 Seconds West 138.46 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 15.01 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.032 acres (1,385 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 00 Degrees 19 Minutes 09 Seconds West 15.01 feet to a #5 rebar and cap set (N:662636.57 E:827759.98) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 15 Seconds East 138.46 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet;

Thence North 88 Degrees 40 Minutes 18 Seconds West 138.46 feet;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.

MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part Lot 2, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17802

DRAWING No.:NS16886_HCPA 7.dwg JOB No.:NS.16886.000

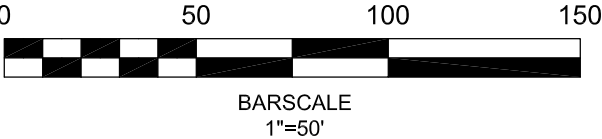
DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- Property Line
- - - - - Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	150.00'
L2	S 00°19'09" W	10.00'
L3	N 88°40'09" W	150.00'
L4	N 00°19'09" E	10.00'



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

- Hillsdale Addition Subdivision Platt
- Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

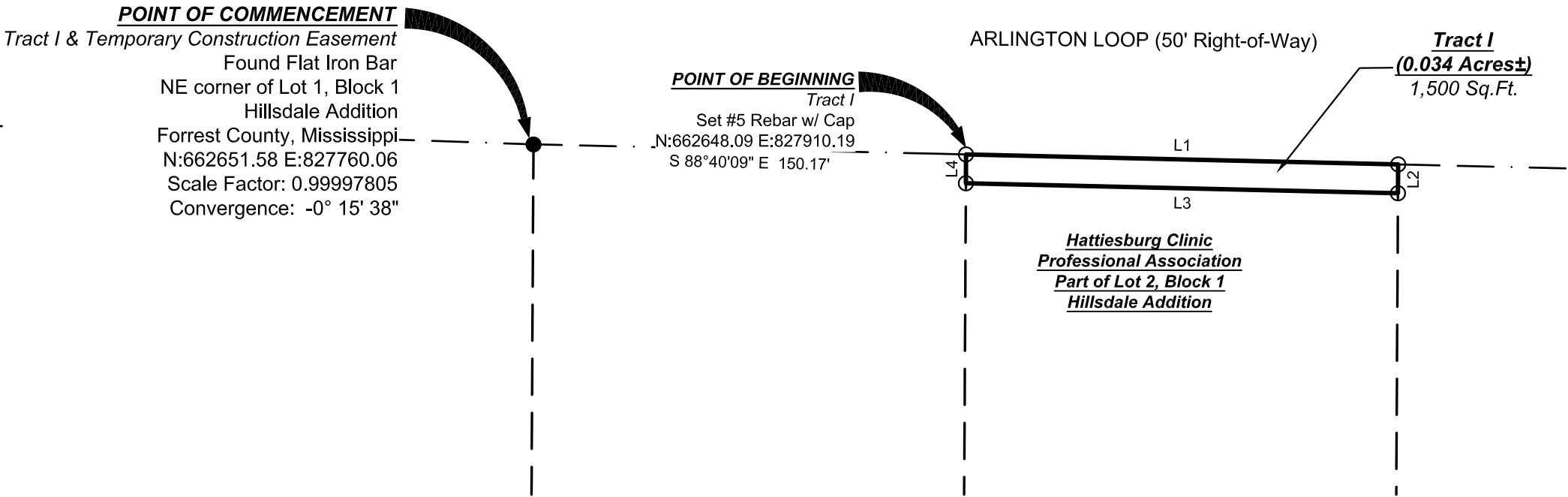
CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



Legal Description Tract 1

A proposed tract of land containing 0.034 acres (1,500 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 150.17 feet to a #5 rebar and cap set (N:662648.09 E:827910.19) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 150.00 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 150.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING;

MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 2, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17801

DRAWING No.:NS16886_17801.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/12/2022	SHEET 1 of 1	

LINE	BEARING	DISTANCE
L1	N 88°21'12" W	155.19'
L2	N 00°13'50" E	7.22'
L3	N 32°09'35" E	18.91'
L4	S 00°13'50" W	18.51'
L5	S 88°21'12" E	145.18'
L6	S 00°09'11" W	5.00'
L7	N 32°09'35" E	18.91'
L8	S 00°13'50" W	19.80'
L9	S 88°21'12" E	135.16'
L10	S 00°09'11" W	15.01'

SOUTH 30TH AVENUE

ARLINGTON LOOP (50' Right-of-Way)

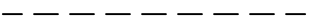
Legend



Found Rebar



Set #5 Rebar w/ Cap



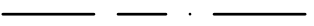
Temporary Construction Easement



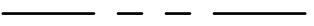
Property Line



Original Lot Line



Right-of-Way Line (Existing)



Right-of-Way Line (Proposed)

*Hattiesburg Clinic
Professional Association
Lot C & Lot 19, Block 3
Monte Vista Terrace*

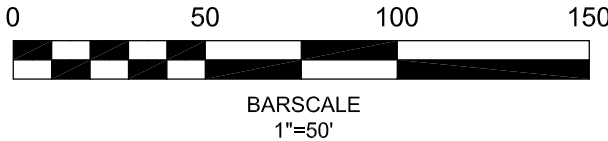
**Temporary Construction
Easement
(0.053 Acres±)
2,294 Sq.Ft.**

**Tract I
(0.020 Acres±)
880 Sq.Ft.**

POINT OF BEGINNING
Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662702.23 E:827997.29

POINT OF COMMENCEMENT
Tract I & Temporary Construction Easement
POINT OF BEGINNING
Tract I

Found #4 Rebar
SE corner of Lot 19, Block 3
Monte Vista Terrace
Forrest County, Mississippi
N:662697.23 E:827997.27
Scale Factor: 0.99997797
Convergence: -0° 15' 36"



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.020 acres (880 square feet), more or less, situated in part of lot C and part of Lot 18 , Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of -0 degrees 15 minutes 36 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a #4 rebar found located at the Southeast corner of said Lot 19, Block 3 having a MS State plane coordinate of N:662697.23 E:827997.27;

Thence North 88 Degrees 21 Minutes 12 Seconds West 155.19 feet to a #5 rebar and cap set;

Thence North 00 Degrees 13 Minutes 50 Seconds East 7.22 feet to a #5 rebar and cap set;

Thence North 32 Degrees 09 Minutes 35 Seconds East 18.91 feet to a #5 rebar and cap set;

Thence South 00 Degrees 13 Minutes 50 Seconds West 18.51 feet to a #5 rebar and cap set;

Thence South 88 Degrees 21 Minutes 12 Seconds East 145.18 feet to a #5 rebar and cap set;

Thence South 00 Degrees 09 Minutes 11 Seconds West 5.00 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.053 acres (2294 square feet), situated in part of lot C and part of Lot 18 , Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of -0 degrees 15 minutes 36 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Southeast corner of said Lot 19, Block 3 having a MS State plane coordinate of N:662697.23 E:827997.27; thence North 00 degrees 09 minutes 11 Seconds East 5.0 feet to a #5 rebar and cap set (N:662702.23 E:827997.29) marking the POINT OF BEGINNING;

Thence North 88 Degrees 21 Minutes 12 Seconds West 145.18 feet to a #5 rebar and cap set;

Thence North 00 Degrees 13 Minutes 50 Seconds East 18.51 feet to a #5 rebar and cap set;

Thence North 32 Degrees 09 Minutes 35 Seconds East 18.91 feet;

Thence South 00 Degrees 13 Minutes 50 Seconds West 19.80 feet;

Thence South 88 Degrees 21 Minutes 12 Seconds East 135.16 feet;

Thence South 00 Degrees 09 Minutes 11 Seconds West 15.01 feet to the POINT OF BEGINNING.



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

*Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Lot C & Lot 19, Block 3 Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20813*

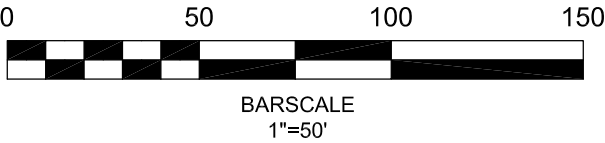
DRAWING No.:NS16886_HCPA 11.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)



General Notes

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Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

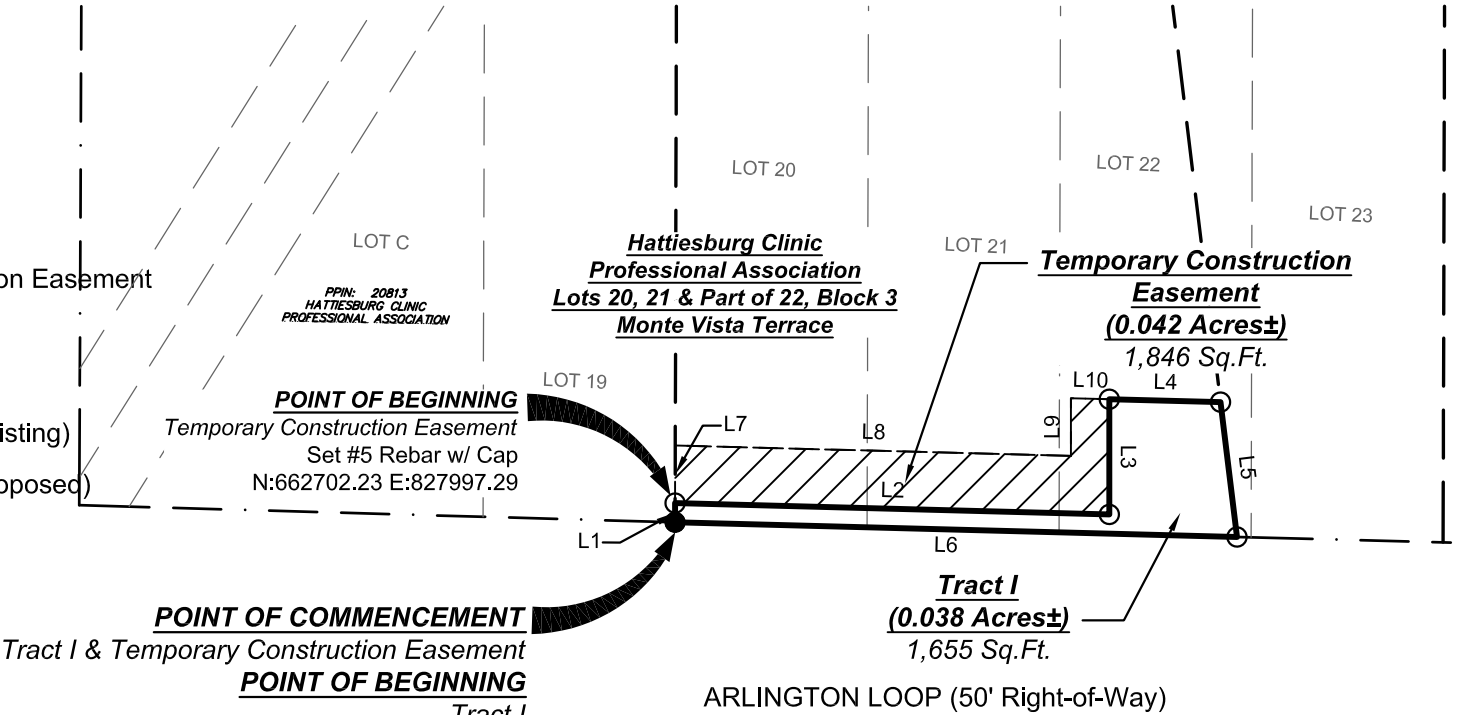
MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Lots 20, 21 & Part of 22, Block 3 Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20813

DRAWING No.:NS16886_HCPA 11.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1



LINE	BEARING	DISTANCE
L1	N 00°09'11" E	5.00'
L2	S 88°30'13" E	113.09'
L3	North	30.01'
L4	S 88°30'12" E	29.00'
L5	S 06°54'12" E	35.38'
L6	N 88°30'14" W	146.35'
L7	N 00°09'11" E	15.01'
L8	S 88°30'12" E	103.05'
L9	North	15.01'
L10	S 88°30'12" E	10.00'

Legal Description Tract 1

A proposed tract of land containing 0.038 acres (1,655 square feet), more or less, situated in part of lots 20,21 and 22, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of -0 degrees 15 minutes 36 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a #4 rebar found located at the Southeast corner of said Lot 19, Block 3 having a MS State plane coordinate of N:662697.23 E:827997.27;

- Thence North 00 Degrees 09 Minutes 11 Seconds East 5.00 feet to a #5 rebar and cap set;
- Thence South 88 Degrees 30 Minutes 13 Seconds East 113.09 feet to a #5 rebar and cap set;
- Thence North 30.01 feet to a #5 rebar and cap set;
- Thence South 88 Degrees 30 Minutes 12 Seconds East 29.00 feet to a #5 rebar and cap set;
- Thence South 06 Degrees 54 Minutes 12 Seconds East 35.38 feet to a #5 rebar and cap set;
- Thence North 88 Degrees 30 Minutes 14 Seconds West 146.35 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.042 acres (1,846 square feet) situated in part of lots 20,21 and 22, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of -0 degrees 15 minutes 36 seconds developed at the below described Beginning point and being more particularly described as follows:

- Commencing at a #4 rebar found located at the Southeast corner of Lot 19, Block 3 having a MS State plane coordinate of N:662697.23 E:827997.27; thence North 00 degrees 09 minutes 11 Seconds East 5.0 feet to a #5 rebar and cap set (N:662702.23 E:827997.29) marking the POINT OF BEGINNING;
- Thence North 00 Degrees 09 Minutes 11 Seconds East 15.01 feet;
- Thence South 88 Degrees 30 Minutes 12 Seconds East 103.05 feet;
- Thence North 15.01 feet;
- Thence South 88 Degrees 30 Minutes 12 Seconds East 10.00 feet to a #5 rebar and cap set;
- Thence South 30.01 feet to a #5 rebar and cap set;
- Thence North 88 Degrees 30 Minutes 13 Seconds West 113.09 feet to the POINT OF BEGINNING.

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- - - - - Property Line
- - - - - Original Lot Line
- ==== Right-of-Way Line (Existing)
- ==== Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	103.76'
L2	S 44°10'30" E	28.54'
L3	N 88°40'09" W	33.76'
L4	N 46°50'57" W	15.00'
L5	N 88°40'09" W	79.00'
L6	N 00°19'09" E	10.00'
L7	S 44°10'30" E	14.27'
L8	N 88°40'09" W	32.76'
L9	N 46°50'57" W	15.00'
L10	N 88°40'09" W	90.00'
L11	N 00°19'09" E	10.00'



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

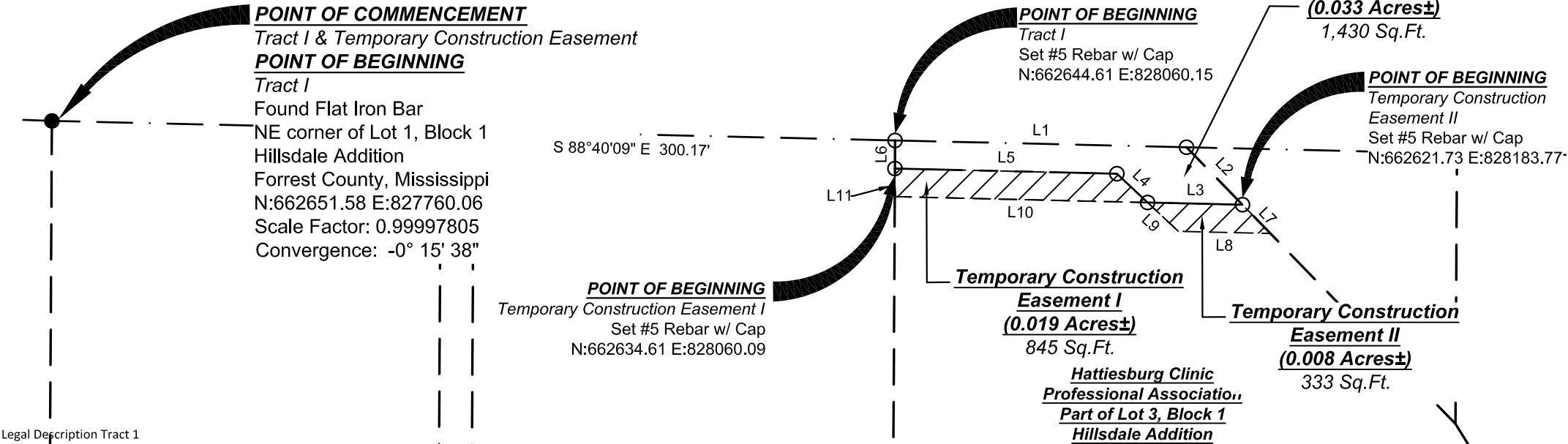
CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



Legal Description Tract 1
A proposed tract of land containing 0.033 acres (1,430 square feet), more or less, situated in part of Lot 3 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 300.17 feet to a #5 rebar and cap set (N:662644.61 E:828060.15) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 103.76 feet to a #5 rebar and cap set;

Thence South 44 Degrees 10 Minutes 30 Seconds East 28.54 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 33.76 feet to a #5 rebar and cap set;

Thence North 46 Degrees 50 Minutes 57 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 79.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement No. 1:

A proposed Temporary Construction easement containing 0.019 acres (845 square feet), more or less, situated in part of Lot 3 Hillsdale Addition to the City of Hattiesburg, Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 300.17 feet to a #5 rebar and cap set (N:662644.61 E:828060.15); thence South 00 degrees 19 minutes 09 seconds West 10.0 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 79.00 feet to a #5 rebar and cap set;

Thence South 46 Degrees 50 Minutes 57 Seconds East 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 90.00 feet;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.

Legal Description Temporary Construction Easement No. 2:

A proposed Temporary Construction easement containing 0.019 acres (845 square feet), more or less, situated in part of Lot 3 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 403.93 feet; thence South 44 degrees 10 minutes 30 seconds East 28.54 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence South 44 Degrees 10 Minutes 30 Seconds East 14.27 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 32.76 feet to a #5 rebar and cap set;

Thence North 46 Degrees 50 Minutes 57 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence South 88 Degrees 40 Minutes 09 Seconds East 33.76 feet to the POINT OF BEGINNING.



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

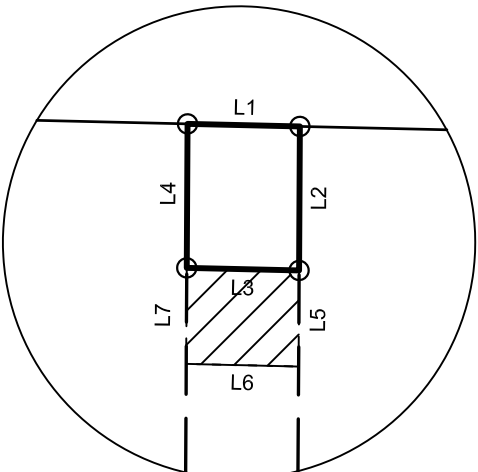
*Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 3, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17800*

DRAWING No.:NS16886_17800 .dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	11.71'
L2	S 00°19'09" W	15.00'
L3	N 88°40'09" W	11.71'
L4	N 00°19'09" E	15.00'
L5	S 00°19'09" W	10.00'
L6	N 88°40'09" W	11.71'
L7	N 00°19'09" E	10.00'



Legend

●

Found Rebar

○

Set #5 Rebar w/ Cap

Temporary Construction Easement

—

Property Line

- - - - -

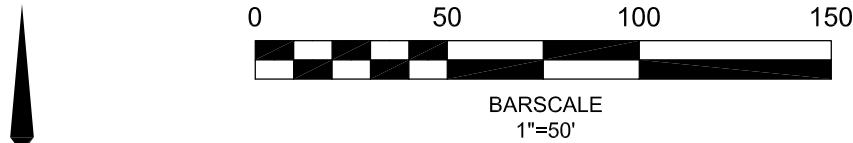
Original Lot Line

— · — · —

Right-of-Way Line (Existing)

- - - - -

Right-of-Way Line (Proposed)



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

POINT OF COMMENCEMENT

Tract I & Temporary Construction Easement

Found Flat Iron Bar
NE corner of Lot 1, Block 1
Hillsdale Addition
Forrest County, Mississippi
N:662651.58 E:827760.06
Scale Factor: 0.99997805
Convergence: -0° 15' 38"

POINT OF BEGINNING

Tract I
Set #5 Rebar w/ Cap
N:662648.36 E:827898.48
S 88°40'09" E 138.46'

Tract I
(0.004 Acres±)
176 Sq.Ft.

ARLINGTON LOOP (50' Right-of-Way)

See Detail "A"

Temporary Construction
Easement
(0.003 Acres±)
117 Sq.Ft.

POINT OF BEGINNING

Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662633.36 E:827898.40

Hattiesburg Clinic
Professional Association
Part of Lot 2, Block 1
Hillsdale Addition

Legal Description Tract 1

A proposed tract of land containing 0.004 acres (176 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 138.46 feet to a #5 rebar and cap set (N:662648.36 E:827898.48) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 11.71 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 11.71 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 15.00 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.003 acres (117 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 138.46 feet to a #5 rebar and cap set (N:662648.36 E:827898.48); thence South 00 degrees 19 minutes 09 seconds East 15.0 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 11.71 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet;

Thence North 88 Degrees 40 Minutes 09 Seconds West 11.71 feet;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 2, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 46013

DRAWING No.:NS16886_46013.dwg

JOB No.:NS.16886.000

DRAWN BY: J. Byrd

CHECKED BY: J. Black

SCALE: 1"=50'

DATE: 12/12/2022

SHEET 1 of 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, September 5, 2023

Re: Adopt a Resolution declaring portions of property identified as Forrest County Parcel PPIN 20853 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into an administrative settlement with Trustees of L. Andrew Dews Sr. Revocable Trust, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$59,371.83 to Trustees of L. Andrew Dews Sr. Revocable Trust, for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-599
Minute Book #

Summary

Adopt resolution declaring portions of property identified as Forrest County Parcel PPIN 20853 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into an administrative settlement with Trustees of L. Andrew Dews Sr. Revocable Trust, and any and all interest holders in said property, to acquire rights to the property.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 5, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to Trustees of L. Andrew Dews Sr. Revocable Trust, or its successors in title and/or other parties interested in said property which is more particularly described as Forrest County Parcel PPIN 20853 (and more particularly described in Exhibit A hereto) and in the construction plans for the project, which plans are made a part hereof by reference:

WHEREAS, the City previously made a Fair Market Value Offer for certain parcels belonging to the Trustees of L. Andrew Dews Sr. Revocable Trust for acquisition of permanent right of way and temporary easements, and has subsequently entered negotiations with Trustees of L. Andrew Dews Sr. Revocable Trust, regarding acquisition price, loss of improvements, damages and cost to cure;

WHEREAS, the Council has determined that it is prudent and in the best interest of the public, considering risks of trial, litigation expense, and project delay, among other considerations, to authorize the mayor to enter into enter an administrative settlement with Trustees of L. Andrew Dews Sr. Revocable Trust, and any and all interest holders in said property, to make a total payment of \$59,371.83 to the Trustees of L. Andrew Dews Sr. Revocable Trust for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO;

NOW, THEREFORE, LET IT BE KNOWN THAT the Mayor is authorized to offer and to enter into enter an administrative settlement with LADRE, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$59,371.83 to the Trustees of L. Andrew Dews Sr. Revocable Trust for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No.

DECD-0018(36)BO, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted 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

Line Table

LINE	BEARING	DISTANCE
L1	S 89°24'28" E	10.00'
L2	S 00°05'31" E	169.90'
L3	S 88°47'13" E	140.76'
L4	S 00°14'47" W	5.00'
L5	N 88°47'13" W	150.73'
L6	N 00°05'31" W	174.79'
L7	S 89°24'28" E	5.00'
L8	S 00°05'31" E	20.00'
L9	S 89°24'28" E	16.00'
L10	S 00°05'31" E	137.16'
L11	S 47°29'11" E	12.24'
L12	S 88°50'45" E	110.77'
L13	S 00°14'47" W	5.00'
L14	N 88°47'13" W	140.76'
L15	N 00°05'31" W	169.90'

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

POINT OF BEGINNING
Tract I
Found Rebar
marked COA#116
N:662884.29 E:827491.21

POINT OF COMMENCEMENT
Tract I
Found Rebar at the Northwest corner of Lot 14,
Block 7, Monte Vista Terrace , Forrest County, Mississippi
N:663065.12 E:827492.96
Scale Factor: 0.999978147
Convergence: -0° 15' 39"

POINT OF BEGINNING
Temporary Construction Easement
Set #5 Rebar w/ cap
N:662884.18 E:827501.21

DEWS LUTHER ANDREW SR.
Lot 8, 9, 10, & Part of 11, Block 7
MONTE VISTA TERRACE

Temporary Construction Easement
(0.09 Acres±)
3,878 Sq.Ft.

Tract I
(0.056 Acres±)
2,452 Sq.Ft.

ARLINGTON LOOP (50' Right-of-Way)

SOUTH 31ST AVE (50' Right-of-Way)

Legal Description Tract 1

A proposed tract of land containing 0.056 acres (2,452 square feet), more or less, situated in part of lots 8,9,10 & 11, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

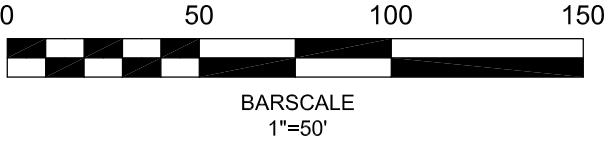
Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the West line of said Block 7, South 0 degrees 33 minutes 17 Seconds West 180.84 feet to a #4 rebar with plastic cap stamped COA#116, (N:662884.29,E:827491.21) marking the Northwest Corner of Lot 11 of said Block 7; said point also being hereinafter referred to as the POINT OF BEGINNING;
Thence South 89 Degrees 24 Minutes 28 Seconds East 10.00 feet to a #5 rebar and cap set;
Thence South 00 Degrees 05 Minutes 31 Seconds East 169.90 feet to a #5 rebar and cap set;
Thence South 88 Degrees 47 Minutes 13 Seconds East 140.76 feet to a #5 rebar and cap set;
Thence South 00 Degrees 14 Minutes 47 Seconds West 5.00 feet to a #5 rebar and cap set;
Thence North 88 Degrees 47 Minutes 13 Seconds West 150.73 feet to a #5 rebar and cap set;
Thence North 00 Degrees 05 Minutes 31 Seconds West 174.79 feet to the POINT OF BEGINNING.

Legal Description - Temporary Construction Easement

A proposed Temporary Construction Easement containing 0.09 (3,878 square feet), more or less, situated in part of lots 8,9,10 & 11, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the West line of said Block 7, South 0 degrees 33 minutes 17 Seconds West 180.84 feet to a #4 rebar with plastic cap stamped COA#116, (N:662884.29,E:827491.21) marking the Northwest Corner of Lot 11 of said Block 7; Thence South 89 degrees 24 minutes 28 Seconds East 10.0 feet to the POINT OF BEGINNING;
Thence South 89 Degrees 24 Minutes 28 Seconds East 5.00 feet;
Thence South 00 Degrees 05 Minutes 31 Seconds East 20.00 feet;
Thence North 89 Degrees 24 Minutes 28 Seconds East 16.00 feet;
Thence South 00 Degrees 05 Minutes 31 Seconds East 137.16 feet;
Thence South 47 Degrees 29 Minutes 11 Seconds East 12.24 feet;
Thence South 88 Degrees 50 Minutes 45 Seconds East 110.77 feet;
Thence South 00 Degrees 14 Minutes 47 Seconds West 5.00 feet to a #5 rebar and cap set;
Thence North 88 Degrees 47 Minutes 13 Seconds West 140.76 feet to a #5 rebar and cap set;
Thence North 00 Degrees 05 Minutes 31 Seconds West 169.90 feet to the POINT OF BEGINNING.

Exhibit A



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 6, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take

for

Dews Luther Andrew Sr.

Lots 8,9,10 & and part of 11, Monte Vista Terrace

City of Hattiesburg, Forrest County, Mississippi

ppin 20853

DRAWING No.:NS16886_MV6.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/1/2022	SHEET 1 of 1	

Revised: 02/08/2023 - ROW Updates



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, September 5, 2023

Re: Adopt a Resolution declaring portions of property identified as Forrest County Parcel PPIN 20851 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into an administrative settlement with LADRE, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$11,551.33 to LADRE, LLC, for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-600
Minute Book #

Summary

Adopt resolution declaring portions of property identified as Forrest County Parcel 20851 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the mayor to enter into an administrative settlement with LADRE, LLC and any and all interest holders in said property, to acquire rights to the property.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 5, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to LADRE, LLC, or its successors in title and/or other parties interested in said property which is more particularly described as Forrest County Parcel PPIN 20851 (and more particularly described in Exhibit A hereto) and in the construction plans for the project, which plans are made a part hereof by reference:

WHEREAS, the City previously made a Fair Market Value Offer for certain parcels belonging to LADRE, LLC for acquisition of permanent right of way and temporary easements, and has subsequently entered negotiations with LADRE, LLC, regarding acquisition price, loss of improvements, damages and cost to cure;

WHEREAS, the Council has determined that it is prudent and in the best interest of the public, considering risks of trial, litigation expense, and project delay, among other considerations, to authorize the mayor to enter into enter an administrative settlement with LADRE, LLC, and any and all interest holders in said property, to make a total payment of \$11,551.33 to LADRE, LLC for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO;

NOW, THEREFORE, LET IT BE KNOWN THAT the Mayor is authorized to offer and to enter into enter an administrative settlement with LADRE, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$11,551.33 to LADRE, LLC for the acquisition of permanent right of way and temporary construction easement, and to remediate loss of improvements, damages and cost to cure per construction to be performed as part of Project No. DECD-0018(36)BO, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was

introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted 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

SOUTH 31ST AVE (50' Right-of-Way)

LOT 12

LINE	BEARING	DISTANCE
L1	N 88°55'03" W	5.05'
L2	N 00°08'13" E	101.46'
L3	S 89°24'28" E	5.20'
L4	S 00°13'37" W	101.50'
L5	N 88°55'03" W	5.00'
L6	N 00°08'13" E	101.42'
L7	S 89°24'28" E	5.00'

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- =====

Property Line
- Original Lot Line
- =====

Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

BLOCK 7

LOT 4

LOT 5

LOT 6

LOT 7

SOUTH 30TH AVENUE

Tract I

(0.012 Acres±)
520 Sq.Ft.

POINT OF BEGINNING

Tract I

Found ½" Pipe
N:662779.67 E:827792.69

POINT OF COMMENCEMENT

Tract I

Found ½" pipe
SE corner of Lot 7, Block 7,
Monte Vista Terrace,
Forrest County, Mississippi
N:662703.13 E:827792.15
Scale Factor: 0.99997804
Convergence: -0° 15' 38"

POINT OF BEGINNING

Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662779.76 E:827787.64

ARLINGTON LOOP (50' Right-of-Way)



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.012 acres (520 square feet), more or less, situated in lot 5 and part of lots 4 and 6, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

- Commencing at a ½" pipe found located at the Southeast corner of said Lot 7, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15;
- Thence along the East line of said Block 7, North 00 Degrees 24 Minutes 02 Seconds East 76.54 feet to a ½ inch pipe found (N:662779.67 E:827792.69), said point being the POINT OF BEGINNING;
- Thence North 88 degrees 55 minutes 03 seconds West 5.05 feet to a #5 rebar and cap set;
- Thence North 00 degrees 08 minutes 13 seconds East 101.46 feet to a #5 rebar and cap set;
- Thence South 89 degrees 24 minutes 28 seconds East 5.20 feet to ½ inch pipe found;
- Thence South 00 degrees 13 minutes 37 seconds West 101.50 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

- A proposed Temporary Construction easement containing 0.012 acres (507 square feet), more or less, situated in lot 5 and part of lots 4 and 6, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described commencing point and being more particularly described as follows:
- Commencing at a ½" pipe found located at the Southeast corner of said Lot 14, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15; thence along the East line of said Block 7, North 00 degrees 24 minutes 02 seconds East 76.54 feet to a ½ inch pipe found; thence North 88 degrees 55 minutes 03 seconds West 5.05 feet to a #5 rebar and cap set (N:662779.76 E:827787.64), said point being the POINT OF BEGINNING;
- Thence North 88 degrees 55 minutes 03 seconds West 5.00 feet to a #5 rebar and cap set;
- Thence North 00 degrees 08 minutes 13 seconds East 101.42 feet to a #5 rebar and cap set;
- Thence South 89 degrees 24 minutes 28 seconds East 5.00 feet to a #5 rebar and cap set;
- Thence South 00 degrees 08 minutes 13 seconds West 101.46 feet back to the POINT OF BEGINNING;

Exhibit A

MAPTECH, INC.

3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
LARDE LLC
Lot 5 & part of Lots 4 & 6, Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20851

DRAWING No.:NS16886_mid 26.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/8/2022		SHEET



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, September 5, 2023

Re: Adopt a Resolution declaring a portion of the property identified as Forrest County Parcel PPIN 2622;1486;1482 necessary for public use, establishing just compensation and authorizing the Mayor to make fair market value offer to William A. Powe Trust and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-613
Minute Book #

Summary

Adopt a Resolution declaring a portion of the property identified as Forrest County Parcel PPIN 2622;1486;1482 necessary for public use, establishing just compensation and authorizing the Mayor to make fair market value offer to William A. Powe Trust and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct an improvements along Leaf River near Sims Road in Hattiesburg, to create a boat ramp/river access for recreational use, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as a portion of Forrest County PPIN 2622, 1486, and 1282 and in the construction plans for the project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal of the subject property was conducted by Greg Wheeler Appraisals & Consulting, a licensed real estate appraiser, on August __, 2023, showing the fair market value of the interests to be acquired to be \$_____, said appraisal being attached hereto as Exhibit “A”; and

**Forrest County Parcels PPIN 2622; 1486; 1482
William A. Powe Trust**

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Greg Wheeler Appraisals & Consulting, a licensed real estate appraiser, on August __, 2023, of said property is approved, and the appraised value of \$_____ for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 5th Day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th Day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

NOTE:

ALL BEARINGS SHOWN ON THIS PLAT ARE MISSISSIPPI STATE PLANE EAST ZONE, NAD 83, GEOID CONTINENTAL US NGS 2012.

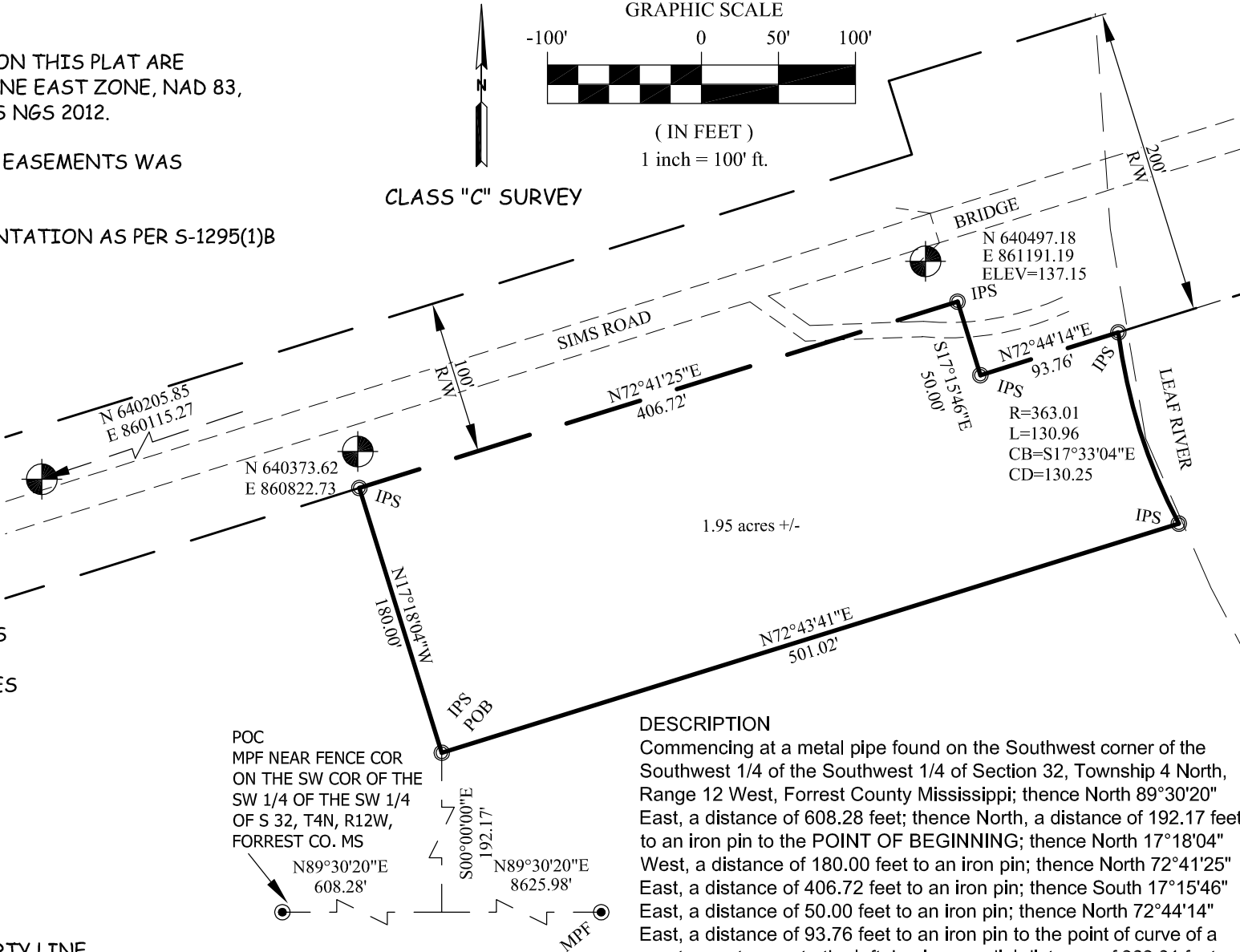
NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.

RIGHT OF WAY DOCUMENTATION AS PER S-1295(1)B

REFERENCE MATERIAL:

DB. 1411, PG. 570
RECORD PLANS FOR SIMS ROAD, S-1295(1)B
RECORD GLO FIELD NOTES

LEGEND	
	PROPERTY LINE
	DEED LINE
	MONUMENT FOUND
	MONUMENT SET
	IRON PIN FOUND
	IRON PIN SET (1/2"x18")
	POINT OF BEGINNING
	POINT OF COMMENCEMENT
	METAL PIPE FOUND

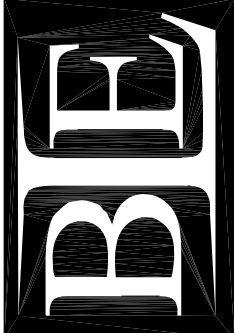


DESCRIPTION

Commencing at a metal pipe found on the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 4 North, Range 12 West, Forrest County Mississippi; thence North 89°30'20" East, a distance of 608.28 feet; thence North, a distance of 192.17 feet to an iron pin to the POINT OF BEGINNING; thence North 17°18'04" West, a distance of 180.00 feet to an iron pin; thence North 72°41'25" East, a distance of 406.72 feet to an iron pin; thence South 17°45'46" East, a distance of 50.00 feet to an iron pin; thence North 72°44'14" East, a distance of 93.76 feet to an iron pin to the point of curve of a non-tangent curve to the left, having a radial distance of 363.01 feet; a chord bearing of South 17°33'04" East, a chord distance of 130.25 feet thence along the arc, through a central angle of 20°40'13", a distance of 130.96 feet to an iron pin; thence South 72°43'41" West, a distance of 501.02 feet to the POINT OF BEGINNING.

Containing 1.95 acres, more or less, and located in the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 4 North, Range 12 West, Forrest County Mississippi

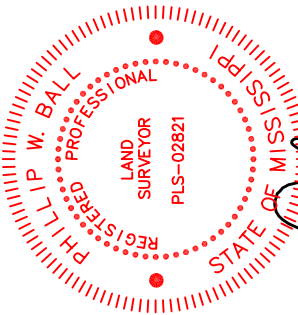
BOUNDARY LINE



LAND SURVEYING

93 Enon Road
Columbia, MS 39429
phillipwball@gmail.com
(T) 601-441-8459
(T) 601-736-0631

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.



[Signature]

PHILLIP W. BALL, PLS

SURVEY FOR:

THE CITY OF HATTIESBURG

SW 1/4 OF THE SW 1/4
S 32, T-4-N, R-12-W
FORREST COUNTY, MS

project no.: 2992G001		drawn by: P.W.B.	* * * * *	NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF SUCH WERE FURNISHED TO THE SURVEYOR, NOR WAS ANY SUCH MADE BY THE SURVEYOR, ALL RECORDS USED ARE LISTED HEREON.
survey date: 7/10/23	checked by: P.W.B.	sworn chairman: PHILLIP BALL		
stamped date: 7/17/23				

FROM:

Greg Wheeler
Wheeler Realty
P.O. Box 15304
Hattiesburg, MS 39404

Telephone Number: 601-583-1006

Fax Number:

INVOICE**INVOICE NUMBER**

105-Sims Road

DATE

09/01/2023

REFERENCE

Internal Order #:

Lender Case #:

Client File #:

Main File # on form: 105-Sims Road

Other File # on form:

Federal Tax ID:

Employer ID:

TO:

Randy Pope
The City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Telephone Number:

Fax Number:

Alternate Number:

E-Mail: annjones@hattiesburgms.com

DESCRIPTION

Lender: The City of Hattiesburg

Client: The City of Hattiesburg

Purchaser/Borrower: N/A

Property Address: Sims Road

City: Hattiesburg

County: Forrest

State: MS

Zip: 39401

Legal Description: **SEE ATTACHED PAGE****FEES****AMOUNT**

Sims Road

750.00

SUBTOTAL

750.00

PAYMENTS**AMOUNT**

Check #:

Date:

Description:

Check #:

Date:

Description:

Check #:

Date:

Description:

SUBTOTAL

0

TOTAL DUE

\$

750.00

LAND APPRAISAL REPORT

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property..

CLIENT AND PROPERTY IDENTIFICATION

Property Address: Sims RoadCity: HattiesburgState: MSZIP: 39401

Borrower: N/AOwner of Public Record: William A Powe TrustCounty: Forrest

Legal Description: SEE ATTACHED PAGE

Assessor's Parcel #: 2-043-32-005.00 (Part of)Tax Year: 2021R.E. Taxes: 644.82

Neighborhood Name: SE HattiesburgMap Reference: 25620Census Tract: 0010.00

Special Assessments: 0PUD ☐ Yes☒ NoHOA: \$ 0☐ Per Year☐ Per Month

Property Rights Appraised: ☒ Fee Simple☐ Leasehold☐ Other (describe)

Assignment Type: ☐ Purchase Transaction☐ Refinance Transaction☒ Other (describe)Current Market Value Opinion

Lender/Client: The City of HattiesburgAddress: P.O. Box 1898, Hattiesburg , MS 39403

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. The subject is not currently under contract or listed for sale.

Contract Price \$: N/ADate of Contract: N/AIs the property seller the owner of public record? ☐ Yes☐ NoData Sources

Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower?☐ Yes☐ No

If Yes, report the total dollar amount and describe the items to be paid. \$ N/A

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Present Land Use %	
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☒ Increasing	☐ Stable	☐ Declining	PRICE	AGE	One-Unit	40 %	
Built-Up	☐ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	%	
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☒ Under 3 mths	☐ 3-6 mths	☐ Over 6 mths	30	Low	0	Multi-Family %	
Neighborhood Boundaries: The subject neighborhood is located South of East Hardy Street, North of Hwy 98, West of the Leaf River and East of Highway 49 in the SE area of Hattiesburg.								250	High	90	Commercial %	
								120	Pred.	40	Vacant Land 60 %	

	Good	Average	Fair	Poor		Good	Average	Fair	Poor
Convenience to Employment	☐	☒	☐	☐	Property Compatibility	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐
Convenience to Primary Education	☐	☒	☐	☐	Adequacy of Police/Fire Protection	☐	☒	☐	☐
Convenience to Recreational Facilities	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐
Employment Stability	☐	☒	☐	☐	Overall Appeal to Market	☐	☒	☐	☐

Neighborhood Description: The subject is located inside the Hattiesburg City Limits in the southern portion of Forrest County. The subject area consist of a mixture of housing types/ sizes and vacant land. The present land use for the immediate subject area has been estimated to be 40% SFR and 60% vacant land being utilized for Timber and Agricultural purposes.

Market Conditions (including support for the above conclusions): The demand for properties in the area has been steady for the past several years. The property values currently in the subject area have had a steady increase over the past few years and the marketing time has remained around 3-6 months. Financing concessions do not appear to have any influence on sales in the area.

SITE DESCRIPTION

Dimensions: See Attached Legal DescriptionArea: 1.95 ☒ Acres☐ Sq.Ft. Shape: IrregularView: River Views

Zoning Classification: A-1Zoning Description: Agricultural

Zoning Compliance: ☒ Legal☐ Legal Nonconforming (Grandfathered Use)☐ No Zoning☐ Illegal (describe)

Uses permitted under current zoning regulations: All

Highest & Best Use: SFR

Describe any improvements: None

Do present improvements conform to zoning? ☐ Yes☐ No☒ No improvementsIf No, explain:

Present use of subject site: Vacant LandCurrent or proposed ground rent? ☐ Yes☒ NoIf Yes, \$

Topography: RollingSize: Typical for area.Drainage: SEE COMMENTS

Corner Lot: ☐ Yes☒ NoUnderground Utilities: ☐ Yes☒ NoFenced: ☐ Yes☒ NoIf Yes, type:

Special Flood Hazard Area ☒ Yes☐ NoFEMA Flood Zone: AE / X500FEMA Map #: 28035C0140EFEMA Map Date: 11/19/2011

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☒	☐	MS Power in Area	Street Surface	Asphalt	☒	☐
Gas	☐	☒	Propane Tank in Area	Street Type/Influence	Asphalt		
Water	☒	☐	None	Curb/Gutter	None	☐	☐
Sanitary Sewer	☒	☐	None	Sidewalk	None	☐	☐
	☐	☐		Street Lights (type)	Partial in area	☒	☐
	☐	☐		Alley	None	☐	☐

Are the utilities and off-site improvements typical for the market? ☒ Yes☐ NoIf No, describe:

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?☐ Yes☒ NoIf Yes, describe:

The subject site is located along the border with the Leaf River and has public road frontage along Sims Road. The majority of the parcel is located within zone AE and X500 of the FEMA flood hazard area. Portions of the site along the Leaf River are in a designation floodway area and will limit the usability of this portion of the site for any improvements. SEE ATTACHED FEMA FLOOD MAP

Site Comments: The subject parcel has adequate public road frontage along Sims Road (A Public Asphalt Road) and partial elevated views of the Leaf River. SEE ATTACHED SURVEY & PHOTOGRAPH ADDENDA PAGES

LAND APPRAISAL REPORT

File No.: 105-Sims Road
Loan No.: N/A

There are 0 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ to \$
There were 0 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ to \$

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1		COMPARABLE # 2		COMPARABLE # 3	
Address	Sims Rd	9083 River Rd		75 Tranquility Ln		169 Buster Stockstill Rd	
City/St/Zip	Hattiesburg, MS 39401	Petal, MS 39465		Moselle, MS 39459		Picayune, MS 39466	
Proximity to Subject		6.28 miles NW		17.02 miles N		58.53 miles SW	
Data Sources	Inspection	MLS #121650		MLS #120781		MLS #L1761415	
Verification Sources	MLS/Tax Assr.	Listing Broker - Vines Realty		Listing Broker - Exit Southern		Listing Broker - Corel Alliance	
Sale Price	\$ N/A		\$ 34,500		\$ 30,000		\$ 35,500
Price/ Per Acre	\$	\$ 23,000.00		\$ 7,692.31		\$ 14,791.67	
Date of Sale (MO/DA/YR)	N/A	07/03/2020		05/21/2020		04/21/2022	
Days on Market	N/A	4		53		4	
Financing Type	N/A	Cash		Conv.		Cash	
Concessions	N/A	0		\$1000 -256		0	
Location	Flood Zone	Flood Zone		Flood Zone		Flood Zone	
Property Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site Size 1.95 acres	1.95	1.5		3.9		2.4	
View	River Views	River Views		River Views		River Views	
Topography	Rolling	Rolling		Rolling		Rolling	
Available Utilities	Standard	Standard		Standard		Standard	
Street Frontage	Adequate	Adequate		Adequate		Adequate	
Street Type	Asphalt-Public	Gravel-Public		Gravel-Public		Gravel-Public	
Water Influence	Leaf River	Leaf River		Leaf River		Pearl River	
Fencing	None noted	None noted		None noted		None noted	
Improvements	None	None		None		No Value	
Other Feature	N/A	Sandbar(Sup)-30% -6,900		N/A		N/A	
Size Adjustment	N/A	Similar		Larger (30%) +2,307.69		Similar	
Net Adjustment (Total, in \$)		☐ + ☒ -	\$ -10,350	☒ + ☐ -	\$ 8,002	☐ + ☐ -	\$
Adjusted sales price of the		Net Adj. 30.0%	(\$ -6900 /Per Acre)	Net Adj. 26.7%	(\$ 2051.69 /Per Acre)	Net Adj. %	
Comparable Sales (in \$ / Per Acre)		Gross Adj. 30.0%	\$ 16,100	Gross Adj. 33.3%	\$ 9,744	Gross Adj. %	\$ 14,791.67

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: MLS Search / Tax Assessors Record Card

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: MLS Search

The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: MLS Search

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:		Listing and Transfer history of Comp 1 in past 12 months:		Listing and Transfer history of Comp 2 in past 12 months:		Listing and Transfer history of Comp 3 in past 12 months:	
	\$ N/A	N/A	\$ N/A	N/A	\$ N/A	N/A	\$ N/A	N/A
	\$		\$		\$		\$	

Subject property is currently listed for sale? ☐ Yes ☒ No Data Source: MLS Search

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source: MLS Search

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: The appraiser did not note any prior sales for the subject property through a MLS search or the Tax Record Card. . A MLS search has been conducted in order to confirm the sales history of the comparable sales.

Summary of the Sales Comparison Approach: The adjusted range in value between the comparable sales (1-5) has been estimated to be between \$9,744 and \$16,100.00 per acre. Very few similar river/creek frontage land sales have occurred within the past several years. Comparable sale numbers 1 & 2 were both located with frontage off of the Leaf River. Comparable sales number 3 had frontage off of the Pearl River and comparable sale numbers 4 & 5 were off of the Red Creek. After an extensive search, these sales were believed to be the best available in reaching the final market value opinion for the subject site. Size adjustments in the sales comparison approach have been made based on size analysis and the principle of the law of diminishing returns. A smaller parcel of land in comparison to a larger parcel of land (both having the same utility) usually results in a higher price per acre for the smaller parcel than the larger parcel. Therefore, in this case, the appraiser has utilized some positive adjustments for some of the comparable sales being larger in size in comparison to the subject's smaller parcel size. After consideration of the site differences in the comparable sales and the subject's site, it is the opinion of the appraiser that the subject site would have a current market value of \$14,000.00 per acre. Therefore, 1.95 acres @ \$14,000.00 per acre = \$27,300.00. Rounded = \$27,000.00.

Reconciliation Comments: The Sales Comparison Approach is judged the most appropriate method of estimating the value of the subject parcel.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections: The appraisal has been made "As Is".

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
Opinion of Market Value: \$ 27,000 , as of: 08/29/2023 , which is the date of inspection and the effective date of this appraisal.

LAND APPRAISAL REPORT

File No.: 105-Sims Road
Loan No.: N/A

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project:

Total number of phases: Total number of units: Total number of units sold:

Total number of units rented: Total number of units for sale: Data sources:

Was the project created by the conversion of existing building(s) into a PUD?
Does the project contain any multi-dwelling units?
Are the units, common elements, and recreation facilities complete?

Yes

No

Unit type(s):

Detached:

Attached:

Yes

No

If Yes, date of conversion:

Describe common elements and recreational facilities:

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an “improved site”. All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an “improved site” where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently 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 each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States 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. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

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

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

2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).

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

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.

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

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

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

8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.

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

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

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

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

LAND APPRAISAL REPORT

File No.: 105-Sims Road
Loan No.: N/A

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: 

Name: Greg Wheeler

Company Name: Wheeler Realty

Company Address: P.O. Box 15304
Hattiesburg, MS 39404

Telephone Number: (601) 583-1006

Email Address: gregwheeler@bellsouth.net

Date of Signature and Report: 09/01/2023

Effective Date of Appraisal: 08/29/2023

State Certification #: RA-175

or State License #:

or Other (describe): VA-5001790 State #:

State: MS

Expiration Date of Certification or License: 12/31/2023

ADDRESS OF PROPERTY APPRAISED

Sims Road

Hattiesburg, MS 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$ 27,000

LENDER/CLIENT

Name: Randy Pope

Company Name: The City of Hattiesburg

Company Address: P.O. Box 1898
Hattiesburg , MS 39403

Email Address: randypope@popelaw.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature:

Name:

Company Name:

Company Address:

Telephone Number:

Email Address:

Date of Signature:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from at least the street
- Date of Inspection:

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
- Date of Inspection:

ADDITIONAL COMPARABLE SALES

Loan No.: N/A

01/2010

Appraiser Independence Certification

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of The City of Hattiesburg , or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of The City of Hattiesburg , influenced, or attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that The City of Hattiesburg has never participated in any of the following prohibited behavior in our business relationship:

- 1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
- 2) Withholding or threatening to withhold future business with me, or demoting or terminating or threatening to demote or terminate me;
- 3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;
- 4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;
- 5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;
- 6) Provided me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- 7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;
- 8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.

APPRAISER:

SUPERVISORY or CO-APPRAISER:



Signature

09/01/2023

Date

Greg Wheeler

Appraiser's Name

RA-175, VA-5001790

State Title or Designation

RA-175

State License or Certification #

12/31/2023

MS

Expiration Date of License or Certification

State

Signature

Date

Appraiser's Name

State Title or Designation

State License or Certification #

Expiration Date of License or Certification

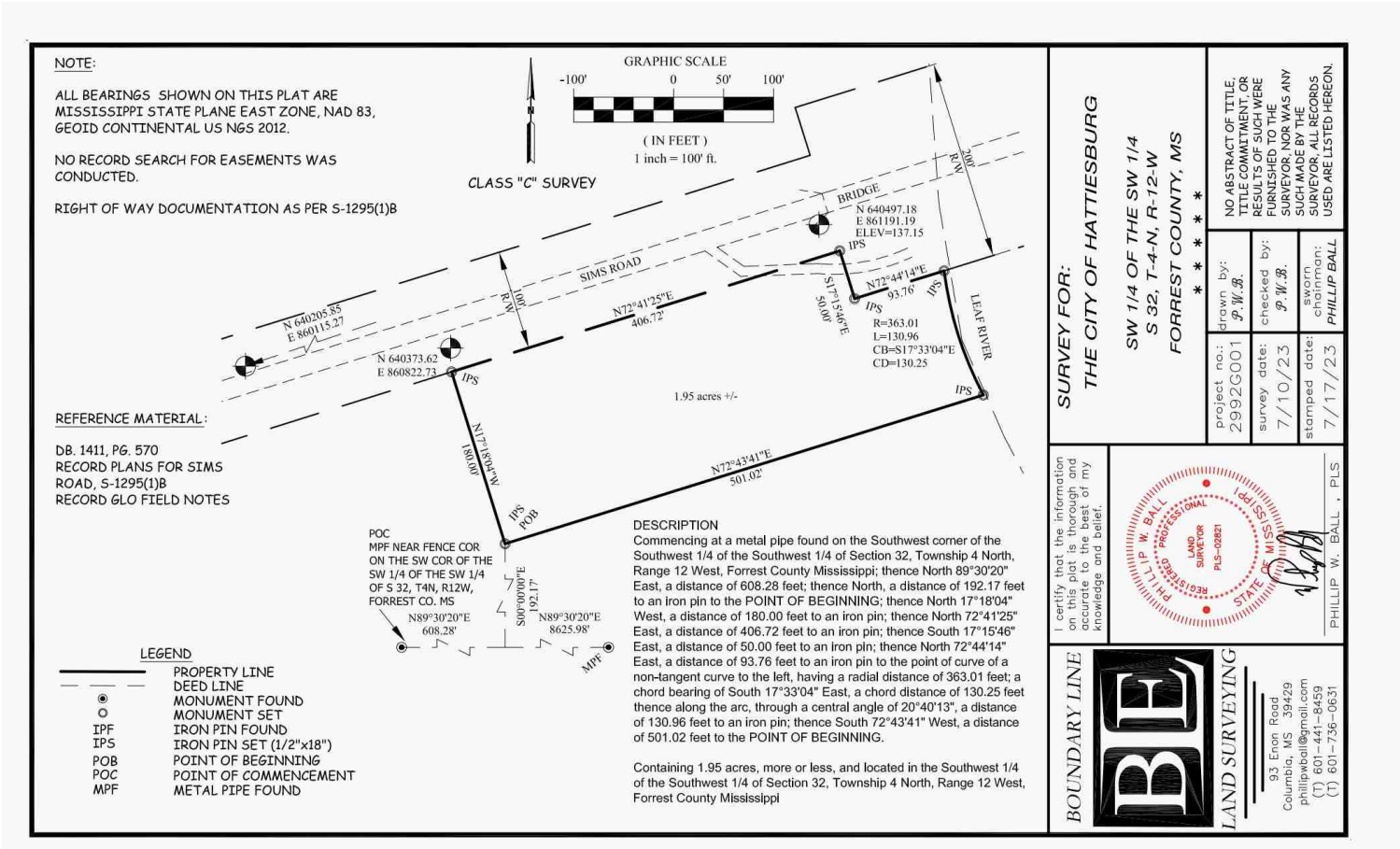
State

Sims Road, Hattiesburg, MS 39401
Address of Property Appraised

Proposed Boat Ramp Area

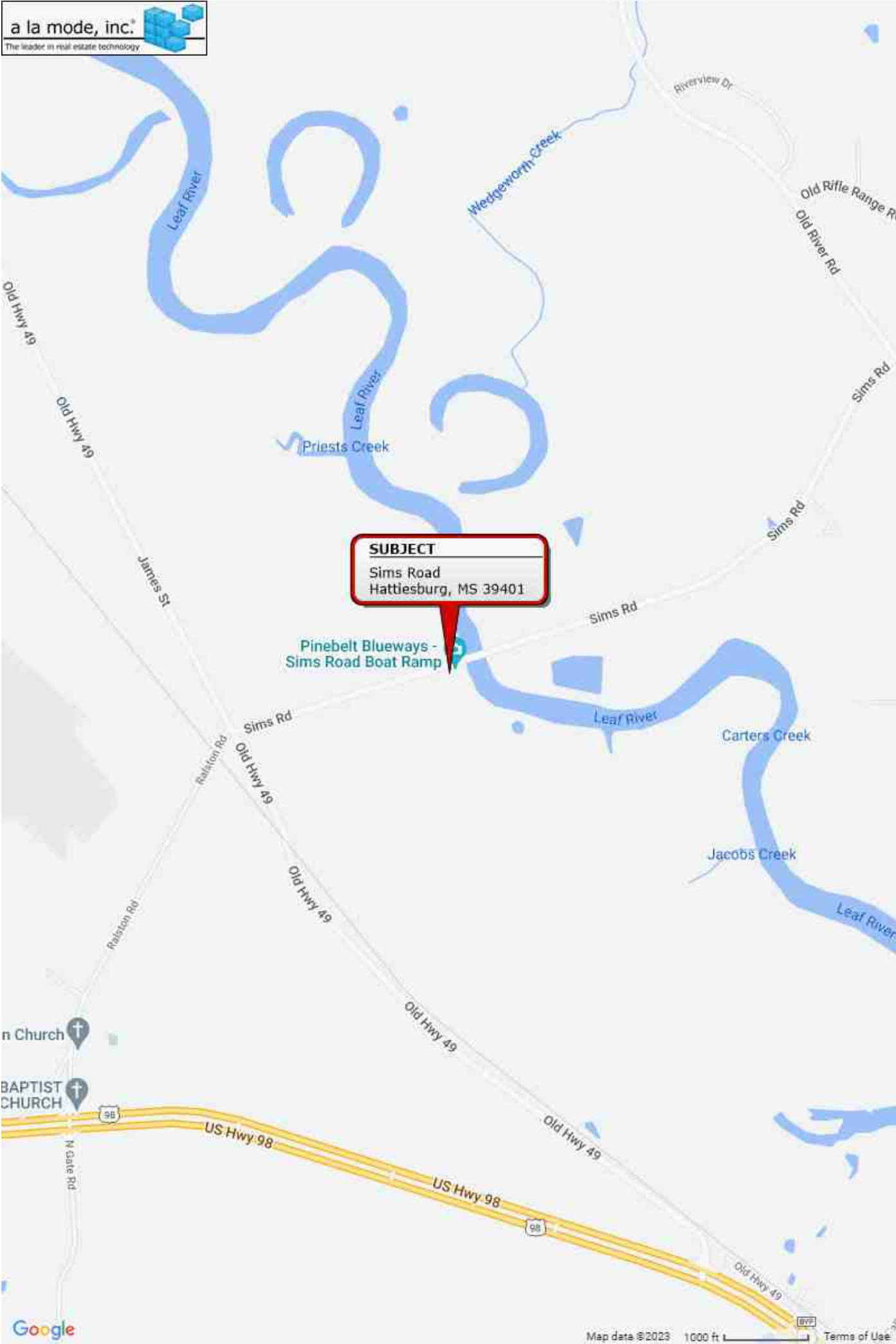


Survey - Legal Description



Location Map

Borrower	N/A					
Property Address	Sims Road					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	The City of Hattiesburg					



Aerial Map

Borrower	N/A				
Property Address	Sims Road				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	The City of Hattiesburg				

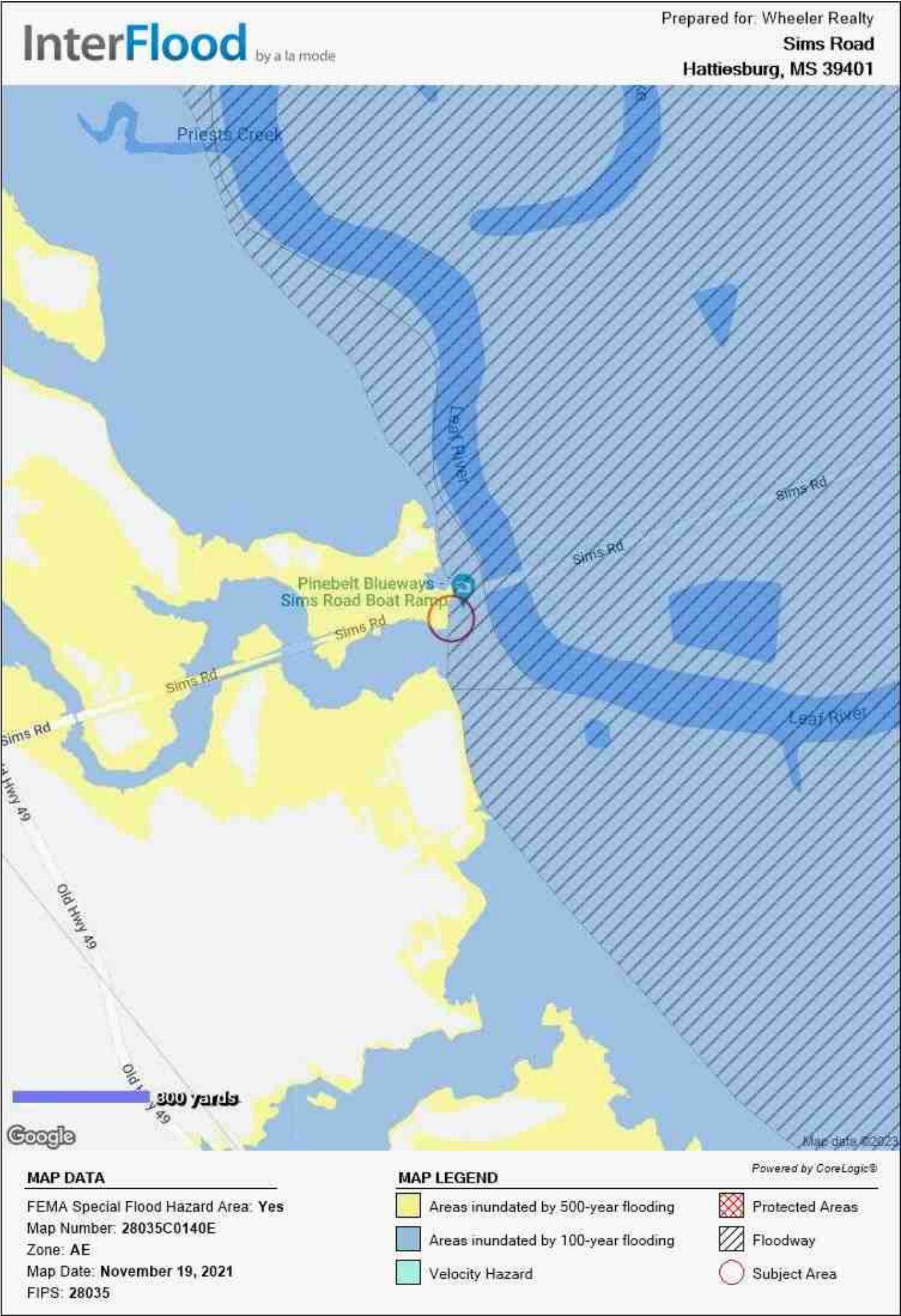


Google

Imagery ©2023 CNES / Airbus, Maxar Technologies, USDA/FPAC/GEO 100 ft/L Terms of Use

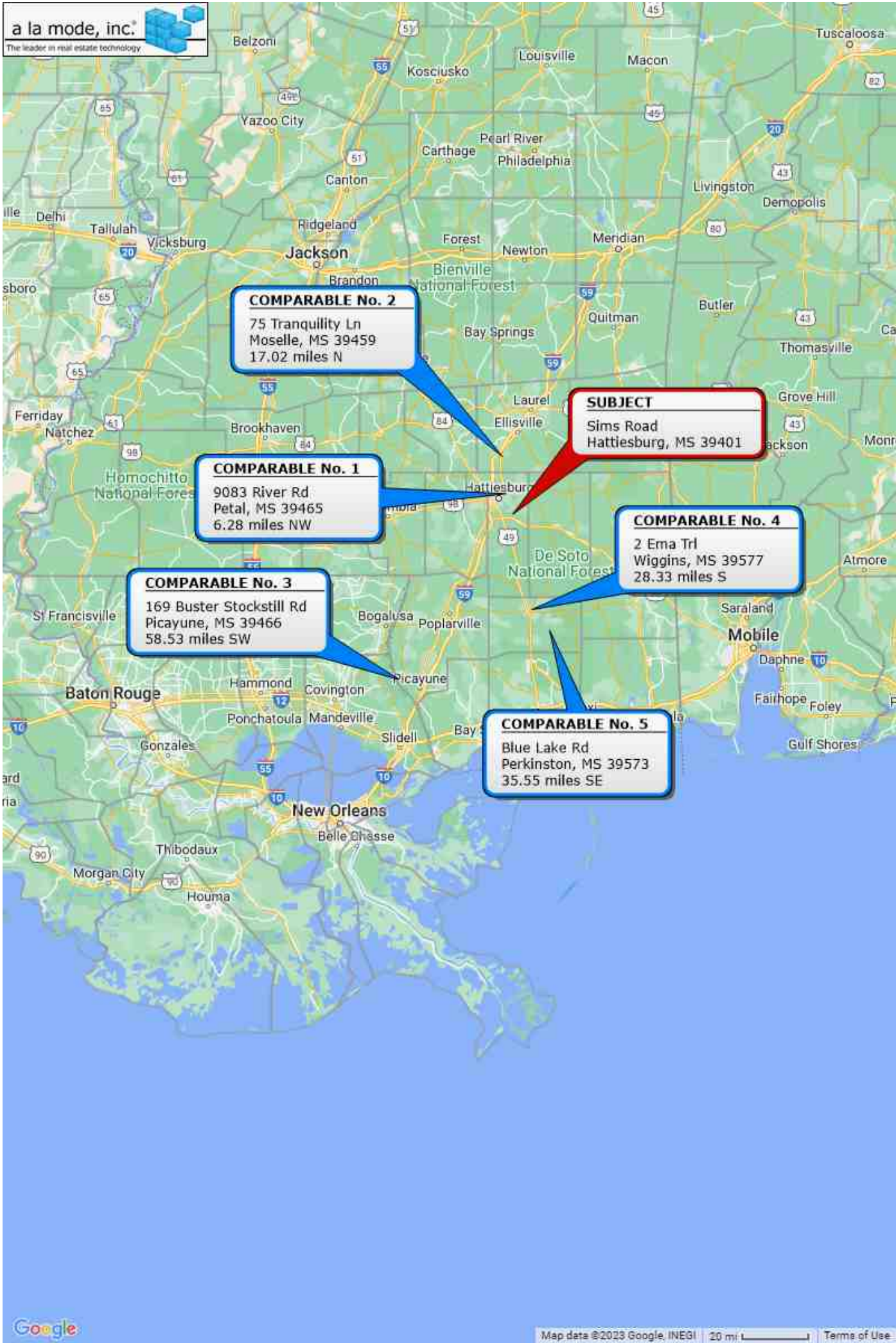
Flood Map

Borrower	N/A					
Property Address	Sims Road					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	The City of Hattiesburg					



Comparable Sales Map

Borrower	N/A				
Property Address	Sims Road				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	The City of Hattiesburg				



Photograph Addendum

Borrower	N/A					
Property Address	Sims Road					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	The City of Hattiesburg					



Typical view of the site.



Typical view of the site.



Typical view of the site.

Photograph Addendum

Borrower	N/A					
Property Address	Sims Road					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	The City of Hattiesburg					



River View from the subject site.



Sims Road - East View



Sims Road - East View

Photograph Addendum

Borrower	N/A					
Property Address	Sims Road					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	The City of Hattiesburg					



Public boat ramp located to the north of the subject site.



Public boat ramp located to the north of the subject site.

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Appraisal Link
FORREST COUNTY, MS

Current Date 8/31/2023

Tax Year 2022

APPRAISAL INQUIRY

PARCEL 2-043 -32-005.00ALT PARCEL NUMBER 109 -0000-032-005.00

PPIN 002622SKETCH 1

OWNER NAMEWILLIAM A POWE TRUST

OWNER ADDRESSP O BOX 1532
HATTIESBURG MS39401

PROPERTY ADDRESS

PROPERTY IS VACANT (Y/N) Y

FIELD WORK BY BP DATE: 6/ 2/1982

CLASSED BY BT DATE: 6/18/1982

REVIEWED BY BO DATE: 6/12/2008

REALTOR CODE

LEGAL DESCRIPTION

1ALL S & W OF LEAF RIVER AS SD

2RIVERIS NOW LOCATED LESS PT TO

3CO AS B289-439 B204 P205 10/58

4PREV #:0532040

5DB 725 PG 524 1/26/95

7LESS PT SOLD B1377 P0457 09/27/2021

Block 032 Section 32 Township 04N Range 12W

LOT INFORMATION									
LOT CODE	ALL	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
4.38	A		2	M	U	3975.00	1.00		17410 17411
1.87	C		2	M	U	3975.00	1.00		7430 7433

ACREAGE VALUE24840OVERALL VALUE24840

LAND USE CODE CLASS 1 8100 AGRICULTURAL

LAND USE CODE CLASS 2 8100 AGRICULTURAL

BUILDING DESCRIPTIONS				
NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 24840



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Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link
FORREST COUNTY, MS

Current Date 8/31/2023

Tax Year 2022
Records Last Updated 8/31/2023

		PROPERTY DETAIL			
OWNER	WILLIAM A POWE TRUST		ACRES : 6.25		
	P O BOX 1532		LAND VALUE : 24840		
			IMPROVEMENTS : **NA**		
	HATTIESBURG MS 39401		TOTAL VALUE: 24840		
				ASSESSED : 3726	
PARCEL	2-043 -32-005.00				
ADDRESS	**NA**				

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	244.61	244.61	0.00
CITY	197.96	197.96	0.00
SCHOOL	202.25	202.25	0.00
TOTAL	644.82	644.82	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 3 / 21 / 2023

		MISCELLANEOUS INFORMATION	
EXEMPT CODE		LEGAL	ALL S & W OF LEAF RIVER AS SD
HOMESTEAD CODE	None		RIVERIS NOW LOCATED LESS PT TO
TAX DISTRICT	4130		CO AS B289-439 B204 P205 10/58
PPIN	002622		PREV #:0532040
SECTION	32		DB 725 PG 524 1/26/95
TOWNSHIP	04N		LESS PT SOLD B1377 P0457 09/27
RANGE	12W		/2021

Book	Page
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PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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Qualification and License - Page 1

QUALIFICATIONS OF GREG WHEELER

EDUCATION:

Diploma in 1980

Hattiesburg High School
Hattiesburg, Mississippi
Business Emphasis

Diploma in 1987

University of Southern Mississippi
Hattiesburg, Mississippi
Bachelor of Science in Real Estate/Insurance

Courses Completed in Real Estate:

REI 330 (Real Estate Principles)
REI 340 (Real Estate Law)
REI 432 (Real Estate Finance)
REI 434 (Income Property Valuation)
REI 470 (Real Estate Brokerage)

Received a passing grade on the SREA Course 101:
"An Introduction to Appraising Real Property"
at the University of San Francisco, July 8 - 19, 1985;

Received a passing grade on the AIREA Course 8-2:
"Residential Valuation"
at the University of San Diego, June 12-19, 1987;

Passed the Mississippi Real Estate License Exam in February, 1985,
Salesman Number (S-18224);

Passed the Mississippi Real Estate Brokers Exam in March, 1985, Broker Number (9669);

Passed the experience credits requirement for the SRA designation from the
Appraisal Institute;

Passed the Mississippi Certified Residential Real Estate Exam in 1991,
License Number (RA-175).

Qualification and License - Page 2

QUALIFICATIONS OF GREG WHEELER (Continued)

WORK EXPERIENCE:

1980 - 1984	Employed by J. Ed Turner, Inc.
1984 - 1989	Employed as an independent fee appraiser for J. Ed Turner, Inc.
1990 - Present	Owner/Broker of Wheeler Realty

MISCELLANEOUS:

- Member of the Hattiesburg Board of Realtors;
- Member of the National Association of Realtors;
- Member of the Hattiesburg Multiple Listing Services, Inc.;
- Associate member of the Hattiesburg Mortgage Bankers Association;
- Certified Residential Real Estate Appraiser, (RA-175).

Qualification and License - Page 3

State of Mississippi		
MISSISSIPPI REAL ESTATE APPRAISER LICENSING		
AND CERTIFICATION BOARD		
LICENSE # RA-175	STATUS: ACTIVE	
GREG J WHEELER		
HAS BEEN GRANTED A LICENSE AS A		
STATE CERTIFIED RESIDENTIAL APPRAISER		
Effective Date:	<i>Greg Wheeler</i>	Expiration Date:
01/01/2022		12/31/2023
SIGNATURE OF LICENSEE		
Robert E. Praytor, Administrator		

Borrower	N/A			File No. 105-Sims Road	
Property Address	Sims Road				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	The City of Hattiesburg				

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report

(A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report

(A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my 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 my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I 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.
- Unless otherwise indicated, I have performed no 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.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My 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.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

I have NOT performed any prior appraisals or inspection on the subject property within the past 36 months.

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:
The appraiser has no direct or indirect interest in the property or the transaction a/or bias with respect to the parties involved.

APPRAISER:

Signature: 

Name: Greg Wheeler

RA-175, VA-5001790

State Certification #: RA-175

or State License #: _____

State: MS Expiration Date of Certification or License: 12/31/2023

Date of Signature and Report: 09/01/2023

Effective Date of Appraisal: 08/29/2023

Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): 08/29/2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 5, 2023

Re: Adopt a Resolution declaring equipment as surplus and authorize the disposal of said equipment and authorize removal of equipment from the city inventory of the Parks and Recreation Department. (per attached memos)
File Number: 2023-604
Minute Book #

Summary

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain vehicles (per attached list), to be surplus and are not to be used in the future operation of the city; and

WHEREAS, the City of Hattiesburg finds and determines that the disposal of said items, in the manner otherwise provided by law, is not necessary or desirable for the financial welfare of the City; and

WHEREAS, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to sell said assets (per attached list) at auction; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare to be surplus and authorizes the sale of said vehicles (per attached list) at auction.

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 the 5th day of September, A.D., 2023.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 5th day of September A.D., 2023.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and Council

FROM: Jon Willow, Recreation Maintenance, General Manager

DATE: 8/18/2023

RE: Surplus Equipment/Vehicles

This memo is to request that the equipment/vehicles listed below be declared surplus, removed from inventory, and sold at auction.

Unit #	Description	Reason for Removal: No Auction Value
19546	Spreader XA500	Item is inoperable: Exterior rusted damage
19553	Leaf Vacuum	Item is inoperable: Major parts missing
20061	Leaf Vacuum	Item inoperable: No Motor
20063	Spreader XA500	Item is inoperable: Exterior rusted damage
20165	3-wheeled Edger	Item is inoperable: Exterior damage
20265	Leaf Vacuum	Item is inoperable: Repl parts obsolete
21883	Leaf Vacuum	Item is inoperable: Engine blown
17911	Leaf Vacuum	Item is inoperable: Exterior damage to frame
20417	Pressure Washer	Item is inoperable: Motor & pump damaged

Thank you,

If you need additional information please feel free to contact me at Ext. 4667



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 Barker and City Council

From: Andy Parker, General Manager of Cemeteries/Urban Forestry

Date: August 14, 2023

RE: Cemetery Surplus Equipment/Vehicles

This memo is to request that the equipment/vehicles listed below be declared surplus, removed from inventory and sold at auction.

Unit # 20054 – 2015 Ram 2500 truck, Vin# 3C6TR5CT2FG557770

Engine needs to be replaced - \$8,500.00 quote to rebuild.

Truck damaged by vandalism, tires and wheels stolen.

Unit #18602 – 2012 International 4300 w/Versalift 270 E aerial lift, Vin# 3HAJTSKN7DL200040

Mechanical issues on truck, continually in shop, diesel exhaust regen problem.

Aerial unit problem, complete re-work of bearings, hoses, hydraulic system needed due to age of unit.

New bucket truck purchased as replacement.

Adopt a resolution declaring surplus certain equipment and vehicles (per attached list) and authorize the sale of said items at auction, and removal of said equipment and vehicles from the City's inventory of the Parks and Recreation Department, Cemetery Division.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, September 5, 2023
Re: Adopt a Resolution providing support for the Downtown Hattiesburg Association, serving as the local Main Street non-profit organization pursuant to Mississippi Code 21-19-44.1, application to the 2024 Mississippi Main Street Revitalization Grant Program.
File Number: 2023-611
Minute Book #

Summary

Adopt a Resolution providing support for the Downtown Hattiesburg Association, serving as the local Main Street non-profit organization pursuant to Mississippi Code 21-19-44.1, application to the 2024 Mississippi Main Street Revitalization Grant Program.

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

RESOLUTION

A RESOLUTION APPROVING A FINANCIAL COMMITMENT TO DOWNTOWN
HATTIESBURG ASSOCIATION AS MATCHING FUNDS FOR THE 2024 MISSISSIPPI
MAIN STREET REVITALIZATION GRANT PROGRAM

WHEREAS, the Mississippi Legislature has passed legislation that authorizes the provision of Mississippi Main Street Revitalization Grant (MMSRG) funds to Mississippi Main Street Association (MMSA) Designated Communities for projects that lead to the revitalization of Mississippi's downtowns; and

WHEREAS, the City of Hattiesburg is a duly designated local unit of government of the State of Mississippi that desires to partner with Downtown Hattiesburg Association by providing local matching funds as required for their application for the 2024 MMSRG program; and

WHEREAS, Hattiesburg, Mississippi is an MMSA Designated Community with Downtown Hattiesburg Association serving as the local Main Street non-profit organization that has obtained 501(c)(3) or 501(c)(6) tax-exempt status as required for the submission of an MMSRG application.

NOW, THEREFORE, BE IT RESOLVED, that the findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein as follows:

1. That the City of Hattiesburg will commit funds in the amount of \$100,000 to Downtown Hattiesburg Association for the proposed Downtown Association Project as local matching funds; and
2. That the funds being committed are currently "in hand," are not state funds, and are reserved solely for the use of the proposed MMSRG project; and
3. That the Mayor, on behalf of the City of Hattiesburg, is hereby authorized to undertake any and all things necessary for the proper implementation of the 2024 MMSRG project, if funded.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 5th day of September, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of September, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, September 5, 2023
Re: Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Unified Neighborhood Infrastructure Improvements Project Phase I and authorize the Mayor to execute in duplicate.
File Number: 2023-597
Minute Book #

Summary

Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Unified Neighborhood Infrastructure Improvements Project Phase I and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 5, 2023 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **September 5, 2023** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Unified Neighborhood Infrastructure Improvements Phase I** ("Project").

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

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

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

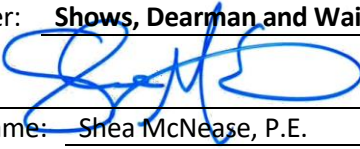
Marybeth Bergin

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: mbergin@hattiesburgms.com

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **9/5/2023**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

Exhibit A – Engineer's Services

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

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3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

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

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

A1.04 Bidding or Negotiating Phase

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

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

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

A1.05 Construction Phase

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 9/5/23.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 9/5/23.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to **nine (9)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

4. *Progress Payments:*

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

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

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

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

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

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

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$75,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **150 day** construction schedule.

B. Compensation for Reimbursable Expenses:

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

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

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

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

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

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2021) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **9/5/23**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 9/5/23.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 9/5/23.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

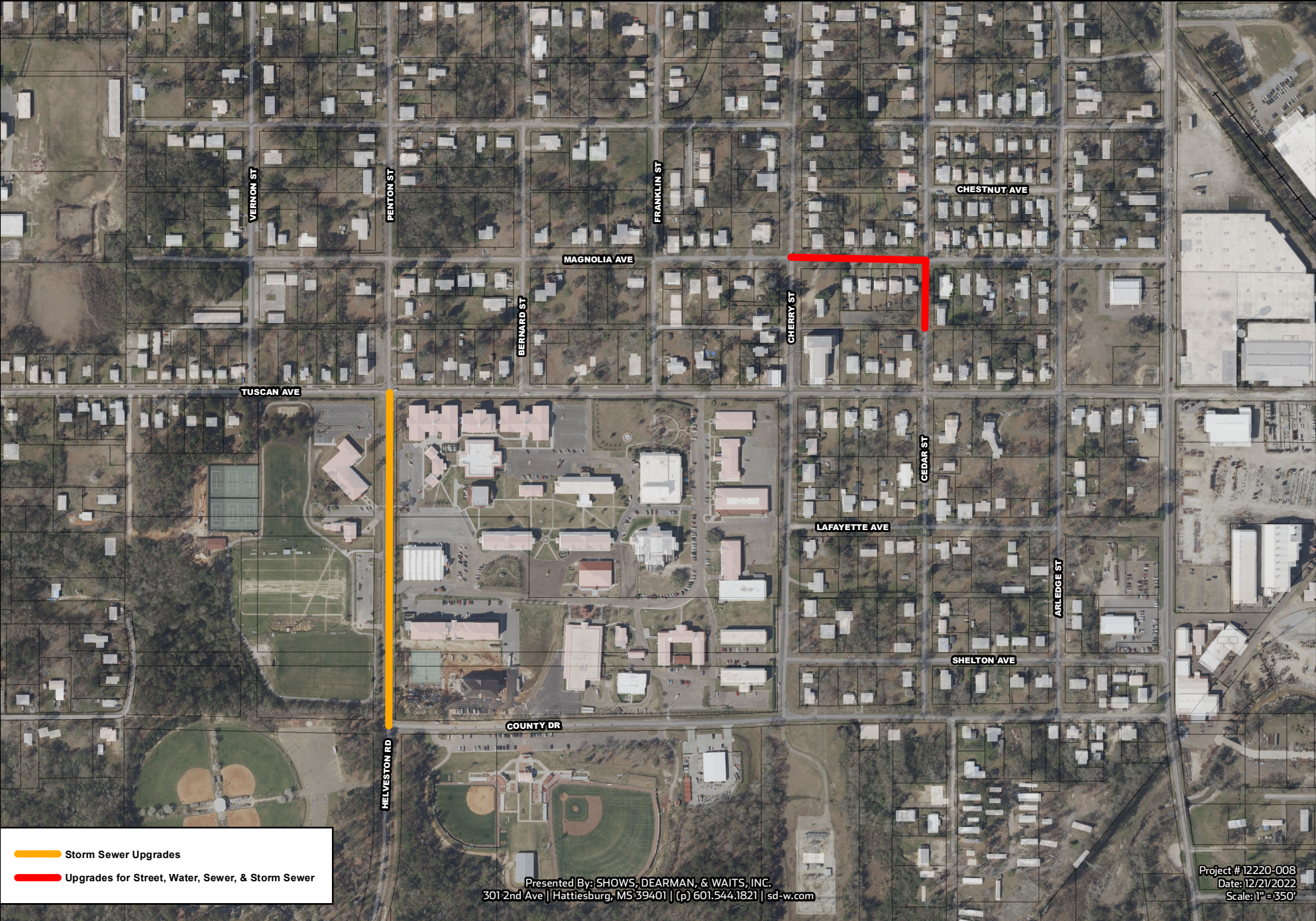
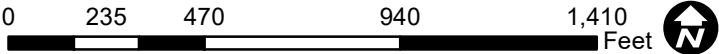
- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

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

Unified Neighborhood Infrastructure Improvements Ph I
Appendix A



- Storm Sewer Upgrades
- Upgrades for Street, Water, Sewer, & Storm Sewer

Presented By: SHOWS, DEARMAN, & WAITS, INC.
301 2nd Ave | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Project # 12220-008
Date: 12/21/2022
Scale: 1" = 350'



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, September 5, 2023
Re: Approve Sanitary Sewer Agreement by and between the City of Hattiesburg and Love's Travel Stops and Country Stores, Inc. for the acceptance and treatment of Domestic Wastewater and authorize the Mayor to execute the same.
File Number: 2023-510
Minute Book #

Summary

Approve Sanitary Sewer Agreement by and between the City of Hattiesburg and Love's Travel Stops and Country Stores, Inc. for the acceptance and treatment of Domestic Wastewater and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 5, 2023 City Council meeting for consideration.

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as “City” and LOVE’S TRAVEL STOPS & COUNTRY STORES, INC., hereinafter referred to as “Business” for the purpose of setting forth the terms, conditions and covenants under and consistent with which City will receive Domestic Wastewater flow from Business into City’s wastewater collection system and treatment facility, and to provide for payment of City’s conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- 1) “*Domestic wastewater*” means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- 2) “*Exceedance*” means excess flow based on allowable capacity and/or any substances prohibited from discharge into any wastewater collection system in accordance with Chapter 21, Section 24 of City’s Code of Ordinances (Ordinance No. 3167, as adopted by the City Council, including all subsequent amendments).
- 3) “*Fiscal year*” means the twelve (12) month period beginning October 1 of each year.
- 4) “*Hattiesburg*” means the City of Hattiesburg, Mississippi, a municipal corporation.
- 5) “*Infiltration*”, as defined by 40 C.F.R. § 35.2005(b)(20), means water other than wastewater that enters a sewer system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.
- 6) “*Inflow*”, as defined by 40 C.F.R. § 35.2005(b)(21), means water other than wastewater that enters a sewer system (including sewer service connections) as a result of rainfall or rainfall induced soil moisture from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drain from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration.
- 7) “*Industrial waste*” means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.

- 8) “*Month*” means calendar month.
- 9) “*Operation and maintenance expense*” means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of City and shall include, without limitation on the generality of the foregoing, capital expenditures, indebtedness, insurance premiums and administrative expenses of City and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as set forth in paragraph B of Chapter 21, Section 30, of City’s Code of Ordinances (Ordinance No. 3167, as adopted by the City Council, including all subsequent amendments).
- 10) “*Person*” means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision or governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- 11) “*Point of entry*” means the point at which wastewater enters the City’s wastewater collection system.
- 12) “*Wastewater*” means Domestic Wastewater.
- 13) “*Wastewater collection system*” means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.
- 14) “*Wastewater treatment facility*” means the facility of City for treatment and disposal of wastewater, situated in Forrest or Lamar County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by City.

ARTICLE II

Scope of Agreement

Section 2.01. RESPONSIBILITIES OF THE PARTIES.

- 1) The City agrees to accept into its sanitary sewer system and to treat in its wastewater treatment system up to 20,000 gallons of Domestic Wastewater per day delivered by and from the Business.
- 2) Upon final completion of the construction of any needed improvements, Business shall own, operate and maintain that portion of the system which lies upstream of the point of wastewater entry to the City.
- 3) Upon final completion of the construction of any needed improvements, City would own, operate and maintain that portion of the sewer system at the point of wastewater

entry to the City and the downstream lines connecting thereto, not including the metering station, which will be owned, operated, and maintained by Business, as provided in Section 3.05, below.

Section 2.02. EXISTING FACILITIES. If a transmission line, an interceptor, or other directly affected facilities of City should become inadequate, in the opinion of the City Engineer, to properly transport or treat the flow of wastewater from the Business, then upon fifteen (15) days' written notification from City, Business shall refrain from further increasing the flow of wastewater into City's system and, if necessary, shall take reasonable and appropriate steps to reduce such flow to a level deemed appropriate by the City Engineer. The City will then promptly proceed to repair, replace, or enlarge its facilities such that Business may, upon completion of the repairs, resume full and unrestricted flow to City. Failure of Business to respond to such notice within fifteen (15) days shall be grounds for immediate suspension of service by the City until it responds to the notice.

Section 2.03. REPAIR OR REPLACEMENT OF FACILITIES. If a transmission line, an interceptor, or other facility transporting the wastewater flow from Business, in the opinion of the City Engineer, requires repair or replacement, Business will pay the cost of such improvement.

Section 2.04. CAPACITY ANALYSIS. The City will establish the capacity of the collection system downstream of Business and communicate the capacity in writing to Business which is hereby incorporated into this contract as if fully set forth herein. The City has the discretion to bill the expense of such capacity studies directly to the Business to Point of Entry. The Business shall operate and maintain the sewer disposal system of the Business such that Infiltration and Inflow are minimized. The Business agrees to diligently pursue reductions in Inflow and Infiltration within the sewer disposal system operated and maintained by Business. The Business will comply with all sanitary sewer overflow rules set forth by the MDEQ, the EPA, and any other governmental body having legal authority to set standards of sewer transmission systems of comparable size and character.

Section 2.05. EXCEEDANCE OF CAPACITY. In the event Business is in exceedance of capacity, City shall issue a notice of violation. The City shall require the Business to provide a proposed corrective action plan to be approved by the City which may include an Infiltration and Inflow study in accordance with standards specified by the City. The corrective action plan shall include a compliance schedule with a detailed plan of corrective action the Business will take, including the manner of corrective action, the timeframe for major milestones, the deadline by which the corrective action will be completed, and the cost of the corrective action. If the Business does not provide a proposed, detailed, corrective action plan addressing the exceedances satisfactory to the City, the City may then, within its discretion, terminate this Agreement for noncompliance and material breach under Article VII.

ARTICLE III

Discharge of Wastewater, Title, and Metering

Section 3.01. DISCHARGE. Business shall have permission to discharge Domestic Wastewater into City's wastewater collection system from Business up to 20,000 gallons per day. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City, a new contract will be required. The activities of Business include: sanitary conveniences, fuel dispensing facilities, tire facilities, restaurants, car/truck washing facilities, showers, laundry facilities, RV dumps.

Section 3.02. POINT OF ENTRY. Business shall discharge its Domestic Wastewater through a point or points of entry designated by the City. City hereby designates the following as the Point of Entry, to which Business agrees: the manhole designated as E-28 on the City's Sewer Map attached hereto as Exhibit A. The manhole is located within the right-of-way located at 91 Elks Lake Road, Hattiesburg, Mississippi.

Section 3.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business's disposal system to City's wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole ownership, construction and maintenance responsibility for the sewer pipe and facilities running and existing between Business's property, as defined in attached Exhibit B, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. City reserves the right to inspect Business's disposal system for irregularities that could result in inadmissible discharges into City's system including inflow/infiltration, grease, and industrial waste. City shall have no maintenance responsibilities for Business's sewer pipe and facilities. The City shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 3.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to City. Business agrees to save and hold harmless City from all claims, demands and causes of action which may be asserted by any person on account of the reception, transportation, delivery and disposal of Domestic Wastewater while title thereto remains in Business.

Notwithstanding any provision herein to the contrary, Business shall defend and indemnify the City and shall be liable for all direct and consequential damages, expenses, charges, costs, fines, attorney fees, litigation costs, and liabilities that the City may incur as a result of Business's operation of its sewer disposal system or any discharge of wastewater by Business to the City wastewater treatment plant, or upon City property.

This covenant is not made for the benefit of any third party. City takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such

wastewater received by it from Point of Entry upon the condition that the wastewater meets applicable Federal and State standards and restrictions.

Section 3.05. METERING. At Point of Entry into City's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and capable of being read remotely and shall be the property of Business. City and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the accuracy of any meter is found to be inaccurate by ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 3.06. UNIT OF MEASUREMENT. The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure.

ARTICLE IV

Comprehensive Sewer Use Provisions

Section 4.01. ADMISSIBLE DISCHARGES. Business agrees that wastewater discharge from its system into City's wastewater collection system shall be of such quality that:

- 1) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of City's Code of Ordinances, (Ordinance No. 3167, as adopted by the City Council, including all subsequent amendments); and
- 2) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent, including those within any order, judgment, or decree of any United States District Court or Mississippi Commission on Environmental Quality; and
- 3) City's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses; and
- 4) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 4.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to ensure compliance with Section 4.01 to the same extent as would be imposed by an appropriate Ordinance of City if such a user were located within the jurisdiction of City.

Section 4.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer disposal system without written consent of the City. Before any such consent may be given, the industry shall file with the City a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by City if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of City and Business. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to the City for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 4.04. TESTING. Business shall allow City access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to ensure compliance with ARTICLE IV of this agreement. The results of such analysis will be made available to Business at its request.

Section 4.05. ILLICIT THIRD-PARTY DISCHARGES. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges.

ARTICLE V

Payments, Structure Limitations, and Annual Adjustments

Section 5.01. INITIATION FEE. Business will pay to the City a sum of \$3,000 upon execution of said agreement.

Section 5.02. CONNECTION FEES. Business shall pay to the City a connection fee in the amount of \$500.00. The parties agree that no connections shall be allowed into Business's system without the approval of City.

Section 5.03. RATE. Business shall pay to City for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City in accordance with Chapter 21, Sections 30 and 31 of City's Code of Ordinances, (Ordinance No. 3167, as adopted by the City Council, including all subsequent amendments including Ordinance No. 3296 adopted on September 14, 2021), copies of both are attached hereto as Exhibit C and made a part hereof. Rates will be adjusted annually in accordance with any rate changes that the City may impose on its customer base. The volume of Business's flow shall be based on actual metered volume pursuant to the meter in Section 3.05. The Business shall make payment to the City within (30) days of receipt of any invoice.

Section 5.04. CASH DEPOSIT OR PAYMENT BOND. It is hereby agreed that upon entry into and signature of this Agreement, Business will either submit to City a cash deposit, or post a payment bond through an approved surety company, which shall at a minimum be an amount equal to one year's worth of estimated payments made to City by the Business. The cash deposit or bond will be based on the average flow and at the rate as agreed to in the Agreement, unless the City provides notice in writing of another, specific deposit or bond amount. The purpose of such deposits or payments bonds is in the event of triggering Section 5.05 below.

Section 5.05. LATE PAYMENTS. Business agrees that any invoice is due to be paid in full within thirty (30) days of receipt. If full payment is not made within forty-five (45) days, City will provide Business written notice providing Business fifteen (15) days within which Business may come into compliance, or otherwise, City may choose to seek all legal remedies available under the law to recover the outstanding debt to the City.

Such legal remedies include, but are not limited to, utilizing the cash deposit or payment bond provided in Section 5.04, above, and seeking judicial intervention to disconnect Business from the City's treatment facilities. Business may be required to construct its own treatment facilities within a reasonable time, during which time Business will continue to pay the City for sewer treatment until disconnected, such payments to be made within thirty (30) days of receipt of any invoice. If continued payment is not made by Business, City may either utilize the cash deposit or call the Payment Bond provided under Section 5.04, above, for the purposes of satisfying the Business's continuing payments for ongoing sewer treatment.

Business's failure to make timely payment shall entitle the City, either by this Agreement or through judicial action, to require bond be increased to a sufficient amount to make estimated payments for the length of time needed or required for the Business to provide an alternative method of sewer treatment and to be disconnected from the City's treatment facilities, unless the City provides notice in writing of another, specific time period. The City retains the option to terminate this Agreement for noncompliance and material breach under Article VII.

ARTICLE VI

Effective Date and Term of Agreement

Section 6.01. EFFECTIVE DATE. This agreement shall become legally binding on the Parties on the date it has been fully executed by all parties ("Effective Date").

Section 6.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from the Effective Date and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year. Business understands and acknowledges that a subsequent Council of the City may void this Agreement since the current Council of the City cannot legally bind a subsequent Council. Notwithstanding any provision herein to the contrary, this Agreement may be terminated in accordance with Section 5.05 or Section 7.02.

ARTICLE VII

Miscellaneous Provisions

Section 7.01. INTERRUPTION OF SERVICE.

7.01.1. Force Majeure.

7.01.1.1. Should City be forced to suspend, reduce, or interrupt service to Business because of any emergency condition reasonably beyond the control of the City, including, without limitation, floods, fires, ice, windstorms, lightning, equipment failure, strikes, lockouts, Acts of God, or of the public enemy, or acts, orders, or directives of the federal or state government or court ("Force Majeure"), then the City need not deliver any services that it is unable to deliver by reason of such conditions; nor shall Business be required to pay any charges for services not delivered. In the event a suspension of service is necessary as a consequence of a Force Majeure event, City will notify Business within 24 hours of such event. The City will use best efforts to resume service following any such Force Majeure event.

7.01.1.2. In case by reason of "Force Majeure," Business shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if it shall give notice to the City within 24 hours of such event and follow up with full particulars of such "Force Majeure" in writing to the City within three (3) days after occurrence of the event or cause relied on, the obligation of the Business, so far as it is affected by "Force Majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The Business shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event of any interruption in service to Business's customers under this paragraph, Business shall provide notice to its customers within 24 hours of initial notice to the City.

7.01.2 Other Suspensions of Service.

7.01.2.1. Should City be forced to suspend, reduce, or interrupt service to Business because of any emergency condition reasonably beyond the control of City, other than a Force Majeure event, then City need not deliver any services that it is unable to deliver by reason of such conditions; nor shall Business be required to pay any charges for services not delivered. In the event a suspension of service is necessary as a consequence of an emergency condition other than a Force Majeure event, the City will notify Business within 24 hours of such event. Business shall provide notice to its customers of any interruption in service under this paragraph within 24 hours of initial notice by the City.

The City will use best efforts to resume service following any such emergency event.

7.01.2.2 In case of an emergency event described in 7.01.2.1, if Business shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if Business shall give notice to the City within 24 hours of such event and follow up with full particulars of such emergency event in writing to the City within three (3) days after occurrence of the event or cause relied on, the obligation of Business, so far as it is affected by the emergency event, shall be suspended during the continuance of the inability then claimed, but for no longer period. Business shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event of any interruption in service to Business's customers under this paragraph, Business shall provide notice to its customers within 24 hours of its initial notice to the City.

Section 7.02. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. Material breach is a breach which is so substantial that it excuses the non-breaching party from performing their duties under the Agreement or a breach which is so substantial that it impairs the entire Agreement as a whole and renders the purpose of the Agreement defeated. The failure to perform any of the requirements as set forth in Section 3.05, Section 4.01, Section 4.03 and Section 4.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right.

In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at the address listed in Section 7.05 and termination shall be effective following a transition period to accomplish the disconnection not to exceed twelve months from the notice of termination, unless otherwise agreed in writing by both parties.

In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 7.03. AMENDMENTS. No amendment or waiver of any provision of this Agreement shall be effective unless the same is in writing and signed by all Parties to this Agreement. Further, this Agreement supersedes any and all prior agreements, either written or oral, between the Parties with respect to the subject matter of this Agreement.

Section 7.04. ASSIGNMENT. No Party to this Agreement may assign delegate, pledge, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Section 7.05. NOTICE. Except as otherwise provided herein (ex. Interruption of Service), all notices and other communications required or permitted to be given under the provisions of this Agreement shall be in writing [including by electronic mail ("e-mail")] and shall be mailed, e-mailed or delivered in person, as follows:

If Notice is to Business by mail or in person:

Love's Travel Stops & Country Stores, Inc.
Attn: Real Estate
10601 N. Pennsylvania Ave.
Oklahoma City, OK 73120

If Notice is to Business by electronic mail:

Love's Travel Stops & Country Stores, Inc.
Attn: Real Estate
Email Address: Steve.Walters@loves.com

With copy, by electronic mail, in each instance to:
Love's Travel Stops & Country Stores, Inc.
Attn: Legal Department
Email Address: legal@loves.com

If Notice is to City by mail:

City of Hattiesburg
Attn: City's Director of Water and Sewer
Post Office Box 1898
Hattiesburg, MS 39403-1898

If Notice is to City in person:

City of Hattiesburg
Attn: City's Director of Water and Sewer
200 Forrest Street
Hattiesburg, MS 39401

If Notice is to City by electronic mail:

City of Hattiesburg
Attn: City's Director of Water and Sewer
Email Address: ahowe@hattiesburgms.com

Notice to any Party may also be provided to the attention of such other person and to such other address or e-mail address as may be designated by such Party in a written notice to the other Party to this Agreement.

Section 7.06. SEVERABILITY. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to

the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions of this Agreement, or affecting the validity, enforceability, or authorization of such provision in any other jurisdiction.

Section 7.07. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 7.08. GOVERNING LAW, VENUE AND INTERPRETATION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSISSIPPI, WITHOUT REFERENCE TO THE CONFLICT OF LAW PRINCIPLES THEREOF AND VENUE FOR ANY ACTION AT LAW OR IN EQUITY SHALL BE A COURT OF COMPETENT JURISDICTION IN FORREST OR LAMAR COUNTY, MISSISSIPPI. Additionally, should any provision of this Agreement require interpretation or construction, this Agreement shall be interpreted and construed without any presumption that the provisions of this Agreement are to be construed against the Party which itself, or through its agents or attorneys, prepared this Agreement. The Parties and their respective attorneys have fully and equally participated in the preparation, negotiation, review, and approval of this Agreement.

Section 7.9. WAIVER. No waiver or failure to insist on performance of a term or condition of this Agreement shall be construed as a waiver of the term or condition absent a writing clearly stating that the condition is being waived. A written waiver shall be applicable only for the period of time stated and shall not be construed as a waiver of indefinite duration.

Section 7.10. HEADINGS. The Article, Section and any Subsection headings used herein have been inserted for convenience of reference only and do not constitute matters to be considered in interpreting this Agreement.

Section 7.11. AUTHORITY TO CONTRACT AND EXECUTE. Each individual executing and signing this Agreement warrants and represents that he/she has been authorized to execute the Agreement on behalf of the parties to this Agreement.

Section 7.12. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which then together shall constitute one and the same agreement.

Section 7.13. FURTHER ASSURANCES. The Parties agree that each shall and will upon reasonable request of the other, make, do, execute, or cause to be made, done, or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

Section 7.14. ENFORCEMENT, RECOVERY OF COSTS AND EXPENSES. Should it become necessary for any Party to this Agreement to engage an attorney (or attorneys) to take any action (through litigation or otherwise) to enforce any provision of this Agreement, then the prevailing party shall be entitled to recover its actual costs and expenses, including reasonable

attorneys' fees and expert witness fees, in addition to any other or further relief to which it may be entitled.

Signature Pages Follow

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their duly authorized officers on this the ____ day of _____, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

Kermas Eaton
City Clerk

By: _____
Mayor Toby Barker

ATTEST:

LOVE'S TRAVEL STOPS & COUNTRY STORES,
INC.

DocuSigned by:
By: Hugh Long

Hugh Long, Sr. Corporate Counsel

DocuSigned by:
By: Spencer Haines

Name: Spencer Haines
Title: EVP

ATTACHMENTS:

- Exhibit A – City Sewer Map – Point of Entry
- Exhibit B - Legal description of Business's property
- Exhibit C - Chapter 21, Sections 30 and 31 of City's Code of Ordinances, (Ordinance No. 3167, as adopted by the City Council), and Ordinance No. 3296 adopted on September 14, 2021

Exhibit A
City Sewer Map – Point of Entry
(Attached)

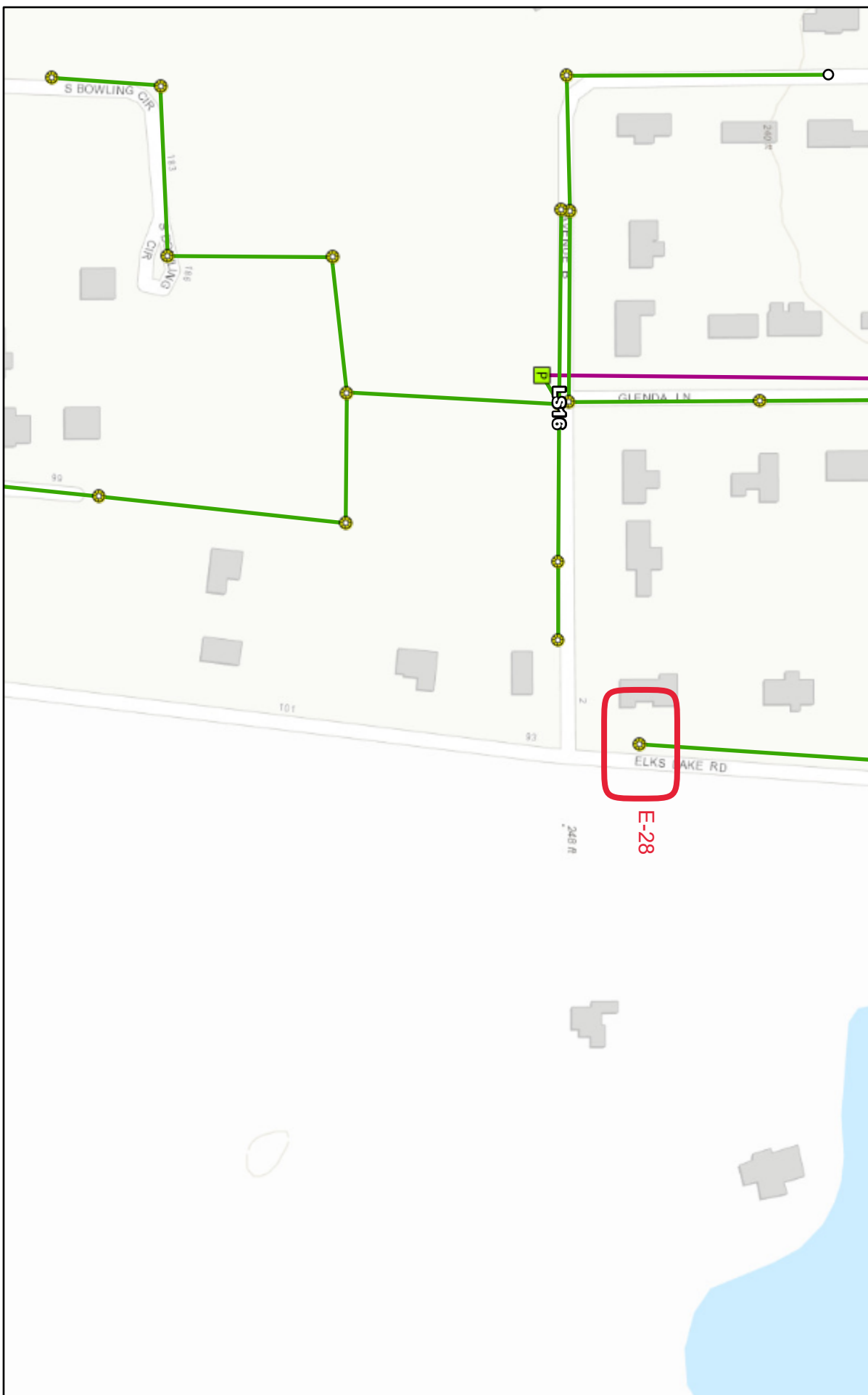


Exhibit "A"

Exhibit B
Property
(Attached)

TRACT 1:

A PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP-3-NORTH, RANGE-13-WEST, FORREST COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A REBAR AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, AND THENCE RUN SOUTH 89° 47' 05" EAST FOR 1184.44 FEET TO AN IRON PIPE ON THE WESTERLY R.O.W. OF THE ELKS LAKE ROAD; THENCE RUN SOUTH 30° 54' 13" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ROAD FOR 176.83 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 44° 40' 17" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ROAD FOR 331.20 FEET TO A CONCRETE R.O.W. POST AT THE INTERSECTION WITH THE NORTHERLY MARGIN LINE OF THE IRA HUDSON ROAD; THENCE RUN SOUTH 32° 57' 09" EAST AND ALONG THE WESTERLY R.O.W. OF THE ELKS LAKE ROAD FOR 40.71 FEET TO THE INTERSECTION WITH THE SOUTHERLY MARGIN LINE OF THE IRA HUDSON ROAD; THENCE SOUTH 32° 57' 09" EAST AND ALONG THE WESTERLY R.O.W. OF THE ELKS LAKE ROAD FOR 10.51 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 71° 24' 20" EAST AND ALONG THE WESTERLY R.O.W. OF SAID ROAD FOR 193.29 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 07° 49' 54" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ROAD FOR 424.84 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 23° 04' 23" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ELKS LAKE ROAD AND THE NORTHERLY R.O.W. OF THE U.S. HIGHWAY NO. 98 BYPASS FOR 214.49 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 51° 34' 20" WEST AND ALONG THE NORTHERLY R.O.W. OF SAID U.S. HIGHWAY NO. 98 BYPASS FOR 366.73 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 50° 16' 14" WEST AND ALONG THE NORTHERLY R.O.W. OF SAID HIGHWAY FOR 149.17 FEET TO AN IRON PIPE THENCE RUN NORTH 39° 00' 56" WEST FOR 505.25 FEET TO AN IRON PIPE AT THE AT THE INTERSECTION WITH THE SOUTHERLY MARGIN LINE OF THE IRA HUDSON ROAD; THENCE RUN NORTHEASTERLY AND ALONG A CURVE TO THE LEFT AND ALONG THE SOUTHERLY MARGIN LINE OF SAID ROAD FOR AN ARC DISTANCE OF 287.15 FEET TO A REBAR. (SAID ARC HAS A CHORD BEARING OF NORTH 49° 39' 44" EAST AND A CHORD DISTANCE OF 286.95 FEET) ; THENCE RUN NORTH 46° 20' 50" EAST AND ALONG THE SOUTHERLY MARGIN LINE OF SAID ROAD FOR 628.00 FEET TO THE POINT OF BEGINNING AND COMPRISING 10.24 ACRES MORE OR LESS.

AND

TRACT 2:

A PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP-3-NORTH, RANGE-13-WEST, FORREST COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A REBAR AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, AND THENCE RUN SOUTH 89° 47' 05" EAST FOR 1184.44 FEET TO AN IRON PIPE ON THE WESTERLY R.O.W. OF THE ELKS LAKE ROAD; THENCE RUN SOUTH 30° 54' 13" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ROAD FOR 176.83 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 44° 40' 17" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ROAD FOR 331.20 FEET TO A CONCRETE R.O.W. POST AT THE INTERSECTION WITH THE NORTHERLY MARGIN LINE OF THE IRA HUDSON ROAD; THENCE RUN SOUTH 32° 57' 09" EAST AND ALONG THE WESTERLY R.O.W. OF THE ELKS LAKE ROAD FOR 40.71 FEET TO THE INTERSECTION WITH THE SOUTHERLY MARGING LINE OF THE IRA HUDSON ROAD; THENCE CONTINUE SOUTH 32° 57' 09" EAST AND ALONG THE WESTERLY R.O. W. OF THE ELKS LAKE ROAD FOR 10.51 FEET TO A CONCRETE MARKER; THENCE RUN SOUTH 71° 24' 20" EAST AND ALONG THE WESTERLY R.O.W.

OF SAID ROAD FOR 193.29 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 07° 49' 54" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ROAD FOR 424.84 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 23° 04' 23" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ELKS LAKE ROAD AND THE NORTHERLY R.O.W. OF THE U.S. HIGHWAY NO. 98 BYPASS FOR 214.49 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 51° 34' 20" WEST AND ALONG THE NORTHERLY R.O.W. OF SAID U.S. HIGHWAY NO 98 BYPASS FOR 366.73 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 50° 16' 14" WEST AND ALONG THE NORTHERLY R.O.W. OF SAID HIGHWAY FOR 149.17 FEET TO AN IRON PIPE TO AND FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 50° 16' 14" WEST AND ALONG THE NORTHERLY R.O.W. OF SAID HIGHWAY FOR 258.48 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 62° 14' 02" WEST AND ALONG THE NORTHERLY R.O.W. OF SAID HIGHWAY FOR 275.48 FEET TO AN IRON PIPE; THENCE RUN NORTH 28° 19' 31" WEST FOR 491.70 FEET TO AN IRON PIPE AT THE INTERSECTION WITH THE SOUTHERLY MARGIN LINE OF THE IRA HUDSON ROAD; THENCE RUN NORTH 55° 02' 59" EAST AND ALONG THE SOUTHERLY MARGIN LINE OF SAID ROAD FOR 268.53 FEET; THENCE RUN NORTH 54° 14' 41" EAST AND ALONG THE SOUTHERLY MARGIN LINE OF SAID ROAD FOR 136.80 FEET; THENCE RUN NORTHEASTERLY AND ALONG A CURVE TO THE LEFT AND ALONG THE SOUTHERLY MARGIN LINE OF SAID ROAD FOR AN ARC DISTANCE OF 33.04 FEET(SAID ARC HAS A CHORD BEARING OF NORTH 53° 47' 37" EAST AND A CHORD DISTANCE OF 33.04 FEET) ; THENCE RUN SOUTH 39° 00' 56" EAST FOR 505.25 FEET TO THE POINT OF BEGINNING AND COMPRISING 5.70 ACRES MORE OR LESS.

ALSO KNOWN AS SURVEYED DESCRIPTION:

A PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP-3-NORTH, RANGE-13-WEST, FORREST COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A REBAR AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 9, AND THENCE RUN SOUTH 89° 29' 24" EAST FOR 1184.44 FEET TO AN IRON PIPE ON THE WESTERLY R.O.W. OF THE ELKS LAKE ROAD; THENCE RUN SOUTH 31° 11' 54" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ROAD FOR 176.83 FEET TO A CONCRETE R.O.W. MARKER; THENCE RUN SOUTH 44° 57' 58" WEST AND ALONG THE WESTERLY R.O.W. OF SAID ROAD FOR 331.20 FEET TO A CONCRETE R.O.W. POST AT THE INTERSECTION WITH THE NORTHERLY MARGIN LINE OF THE IRA HUDSON ROAD; THENCE RUN SOUTH 32° 57' 09" EAST AND ALONG THE WESTERLY R.O.W. OF THE ELKS LAKE ROAD FOR 40.71 FEET TO THE INTERSECTION WITH THE SOUTHERLY MARGIN LINE OF THE IRA HUDSON ROAD AND A SET ½" REBAR BEING THE POINT OF BEGINNING; THENCE WITH THE SAID ELKS LAKE ROAD RIGHT OF WAY, SOUTH 32°57'09" EAST A DISTANCE OF 10.51' TO A FOUND RIGHT OF WAY MONUMENT; CONTINUE SOUTH 71°24'20" EAST A DISTANCE OF 193.29' TO A FOUND RIGHT OF WAY MONUMENT; CONTINUE SOUTH 07°49'54" WEST A DISTANCE OF 424.84' TO A FOUND RIGHT OF WAY MONUMENT; CONTINUE SOUTH 23°04'23" WEST A DISTANCE OF 214.49' TO A FOUND RIGHT OF WAY MONUMENT IN THE NORTH RIGHT OF WAY OF MISSISSIPPI HIGHWAY 98 (FED. AID PROJECT NO. 15-0014-03-010-10); THENCE WITH SAID RIGHT OF WAY, SOUTH 51°34'20" WEST A DISTANCE OF 366.73' TO A SET ½" REBAR; CONTINUE SOUTH 50°16'14" WEST A DISTANCE OF 149.17' TO A SET ½" REBAR; CONTINUE SOUTH 50°16'14" WEST A DISTANCE OF 258.48' TO A FOUND RIGHT OF WAY MONUMENT; CONTINUE SOUTH 62°14'02" WEST A DISTANCE OF 275.48' TO A SET ½" REBAR; THENCE LEAVE SAID RIGHT OF WAY AND RUN WITH THE LINE COMMON TO THAT CERTAIN NORTHGATE RENTAL PROPERTIES, LLC PARCEL (PPIN:41196), NORTH 28°19'31" WEST A DISTANCE OF 491.70' TO A SET ½" REBAR IN THE SOUTHERLY RIGHT OF WAY OF IDA HUDSON ROAD (40' R/W); THENCE RUN WITH SAID RIGHT OF WAY, THE FOLLOWING COURSES: NORTH 55°02'59" EAST A DISTANCE OF 268.53' TO A SET ½" REBAR; CONTINUE NORTH 54°14'41" EAST A DISTANCE OF 136.80' TO A SET ½" REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 33.04', WITH A RADIUS OF 2582.38', WITH A CHORD BEARING OF NORTH 53°47'37" EAST, WITH A CHORD LENGTH OF 33.04' TO A SET ½" REBAR; CONTINUE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 287.10', WITH A RADIUS OF 2582.38',

WITH A CHORD BEARING OF NORTH 49°39'44" EAST, WITH A CHORD LENGTH OF 286.95' TO A SET 1/2" REBAR; CONTINUE NORTH 46°20'50" EAST A DISTANCE OF 628.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 15.94 ACRES, MORE OR LESS.

Exhibit C
Chapter 21 of City Ordinance
(Attached)

Article III. User Charges and Industrial Waste Surcharges*

Sec. 21-30. User Charge

A. User charge shall be the charge levied on all users, including, but not limited to, persons, firms, corporations of governmental entities that discharge, cause or permit the discharge of sewage into the public sewage system.

B. The user charge shall reflect the costs of operation and maintenance (including replacement) of the public sewage works, retirement of existing debt included herein, and repayment of any State Revolving Fund Loan in accordance with the approved User Charge System, included herein by reference.

C. Each user shall pay its proportionate share of operation and maintenance (including replacement) costs based on volume of flow.

D. The Director of Public Services shall review not less often than every two years the sewage contribution of users, the total costs of operation and maintenance (including replacement) of the sewage system, and the user charge system. The Director shall recommend revising the user charge, if necessary, to accomplish the following:

(1) Maintain the proportionate distribution of operation and maintenance costs among users as provided herein.

(2) Generate sufficient revenue to pay the total operation and maintenance costs necessary for the proper operation and maintenance (including replacement) of the sewage system, retirement of existing debt included herein, and repayment of any State Revolving Fund Loans.

E. Cost of transportation and treatment of all flow to the sewage system not directly attributable to users (i.e., infiltration/inflow) shall be distributed to all users of the sewage system based upon the volume of flow of the users.

F. Each user shall be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charge which is attributable to operation and maintenance of the sewage system. This information is to be placed on water and sewer bill annually. (Ord.2546, sec. 2, 2-20-96)

Sec. 21-31. SEWER RATE SCHEDULE

The following sewer rate schedule shall apply to each user of the sewage system. Effective November 1, 2011, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$.82/1000 gal	\$1.66/1000 gal	\$2.48/1000 gal
Second Increment	\$.68/1000 gal	\$1.37/1000 gal	\$2.05/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Effective September 1, 2012, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$.95/1000 gal	\$1.94/1000 gal	\$2.89/1000 gal
Second Increment	\$.79/1000 gal	\$1.60/1000 gal	\$2.39/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg. Customers outside the corporate limits shall be charged two times the monthly rate charged for sanitary sewer customers inside the corporate limits except for existing agreements prior to the date of this ordinance (Ord. 3077, sec. 1 10-4-11)

(Ord. 3077, sec.1, 10-4-11; Ord. 3012, sec. 1, 9-02-08; Ord. 2892, sec.1, 12-6-05; Ord. 2683, sec. 1, 3-16-99)

Sec. 21-32. INDUSTRIAL WASTE SURCHARGE

A. In the event that a user discharges industrial waste to the sewage works having an average Biochemical Oxygen Demand (BOD) content in excess of 240 mg/l, and/or an average Suspended Solids (SS) content in excess of 300 mg/l, and/or an average Total Kjeldahl Nitrogen (TKN) content in excess of 30 mg/l, and/or an average grease content in excess of 100 mg/l, said industrial user shall pay a surcharge based upon the excess strength of their discharges. BOD, SS, and TKN may be increased by written approval of Director of Public Services for limited periods of time if not in conflict with any pretreatment permits or other state or federal requirements.

B. Industrial user shall be defined as any non-governmental/ nonresidential user of the public sewage works which discharges more than the equivalent of 25,000 gallons per day (GPD) of sewage and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

- Division A - Agriculture, Forestry, and Fishing
- Division B - Mining
- Division D - Manufacturing
- Division E - Transportation, Communication, Electric, Gas, and Sanitary Service
- Division I - Services

C. Any non-governmental user of the sewage works shall also be considered an industrial user if such user discharges to the Public Sewage system sewage which contains toxic pollutants, which, either singly or by interaction with other wastes, contaminates the sludge of any municipal systems; causes injuries; interfaces with any sewage treatment process; constitutes a hazard to humans or animals; creates a public nuisance; or creates any hazard in or adversely affects the waters receiving any discharge from the sewage works.

D. The costs of treatment of each pound of BOD, SS, TKN and grease removed by the

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 14th day of September, 2021, the following Ordinance:

ORDINANCE NO. 3296

AN ORDINANCE AMENDING CHAPTER 21-2(D) AND SECTION 21-31 OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 3167, AS AMENDED BY ORDINANCE NUMBER 3206, SO AS TO ESTABLISH RATES AND CHARGES FOR SANITARY SEWER SERVICE

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

SECTION 1. That Section 21-2 (D) and Section 21-31 of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 3167 adopted September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, and as amended by Ordinance Number 3206 adopted September 6, 2016, be and the same is hereby amended to read as follows, to-wit:

"Section 21-2 (D):

D. Monthly rate for service.

The following schedule of rates is hereby ascertained, found and declared to be reasonable and the same are established as the rates to be charged for sanitary sewer service per month:

1. Effective November 1, 2021, all residential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty dollars and no cents (\$20.00) per month.

Effective September 1, 2022, all residential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-one dollars and sixty cents (\$21.60) per month.

Effective September 1, 2023, all residential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-three dollars and thirty-three cents (\$23.33) per month.

2. Effective November 1, 2021, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty dollars and no cents (\$20.00) per month.

Effective September 1, 2022, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-one dollars and sixty cents (\$21.60) per month.

Effective September 1, 2023, all nonresidential water users including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be twenty-three dollars and thirty-three cents (\$23.33) per month.

Exhibit "C"

Section 21-31:

The following sewer rate schedule shall apply to each user of the sewage system.

Effective November 1, 2021, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O&M</u>	<u>Total</u>
Initial Increment \$1.93/1000 gal	\$4.10/1000 gal	\$6.03/1000 gal
Second Increment \$1.60/1000 gal	\$3.40/1000 gal	\$5.00/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 32% and 68%, respectively, based upon actual revenues collected.

Effective September 1, 2022, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O&M</u>	<u>Total</u>
Initial Increment \$1.95/1000 gal	\$4.56/1000 gal	\$6.51/1000 gal
Second Increment \$1.73/1000 gal	\$3.67/1000 gal	\$5.40/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 32% and 68%, respectively, based upon actual revenues collected.

Effective September 1, 2023, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O&M</u>	<u>Total</u>
Initial Increment \$2.25/1000 gal	\$4.78/1000 gal	\$7.03/1000 gal
Second Increment \$1.87/1000 gal	\$3.96/1000 gal	\$5.83/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 32% and 68%, respectively, based upon actual revenues collected.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 3167 adopted September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, as amended by Ordinance Number 3206 adopted September 6, 2016, shall be and does remain in full force and effect as adopted.

SECTION 3. This Ordinance shall take effect and be in force, from and after November 1, 2021.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council Member Ware, seconded by Council Vice President George and was adopted by the following vote to-wit:

YEAS:
George
Delgado (via teleconference)
Carroll
Ware
Brown

NAYS:
None

ABSENT:
None

Ordinance #3296 sewer rates – 9/14/2021

The President thereby declared the motion carried and the Ordinance adopted this the 14th day of September, 2021.

(S E A L)

ATTEST:



Donald S. Cole
CLERK OF COUNCIL

ADOPTED:

[Signature]
COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 14th day of September, 2021.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, September 5, 2023
Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.
File Number: 2023-596
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

DATE: 8/16/23

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, FAX # 228-865-5843 or Email: (G2MPCLSV@southernco.com)

DATE MAIL/FAX/ 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-27) 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-22. Developer understands and agrees that OL-22 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
LED FIXTURES		
50 WATT LED	☐ 2	112 2nd Ave - \$17.30 cost/month
90 WATT LED	☐	
110 WATT LED	☐	
190 WATT LED	☐	
OTHER FIXTURES		
☐	☐	
☐	☐	
☐	☐	
☐	☐	

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 FAX 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.

DATE: 8/2/23

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, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/FAX/ 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-27) 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-22. Developer understands and agrees that OL-22 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
LED FIXTURES		
50 WATT LED		Hope Park
90 WATT LED		Monthly increase \$112.76
110 WATT LED	1	
190 WATT LED		
OTHER FIXTURES		
120 WATT LED FLOOD	3	2- poles
360 WATT LED FLOOD	1	

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 FAX 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: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, September 5, 2023
Re: Approve Supplemental Agreement No. 1 with Colony Construction, LLC for the Hall Avenue Roundabout project (No. FBLD-8769-00(001)LPA 108639-801000) to account for a change in materials at an additional cost of \$41,379.00, and authorize the Mayor to execute said agreement.
File Number: 2023-606
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Colony Construction, LLC for the Hall Avenue Roundabout project (No. FBLD-8769-00(001)LPA 108639-801000) to account for a change in materials at an additional cost of \$41,379.00, and authorize the Mayor to execute said agreement.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 5, 2023 City Council meeting for consideration.

CITY OF HATTIESBURG
Project No. FBLD-8769-00(001)LPA 108639-801000
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, Colony Construction, LLC., Contractor, and Fidelity and Deposit Company of Maryland, Surety, entered into a contract with the City of Hattiesburg, LPA, on the 29th day of August 2022, for the construction of Federal Aid Project No. FBLD-8769-00(001)LPA 108639-801000, Forrest County; and

WHEREAS: This project provides for the construction of a roundabout and pedestrian improvements at the intersection of Hall Avenue, James Street, and Bay Street

WHEREAS: The City of Hattiesburg elected to change the sidewalk finish from STA 12+00 LT/LT/LN to STA 15+00 LT/LT/LN and STA 6+00 to 9+00 LT/LT/LN from a broom finish with colored and stamped brick border per the plans to a polished aggregate finish with brick border; and

WHEREAS: The City of Hattiesburg elected to make this change to a sidewalk with a polished aggregate finish to this contract; and

WHEREAS: The Department has considered this request and found it acceptable.

NOW, THEREFORE, It is mutually agreed that no contract time will be added to this contract; and

NOW, THEREFORE, It is mutually agreed and understood that the work will be accomplished under a combination of existing pay items and the following added pay items and unit prices:

Pay-Item Number	Pay Item Description	Original Quantity	Net Change In Quantity	Unit	Unit Price	Price Extension
608-A001	Concrete Sidewalk, Without Reinforcement	1664.00	-331	SY	\$ 75.00	\$ (24,825.00)
614-B003	Concrete Driveway, With Reinforcement, 6-inch Thickness	580.00	-145	SY	\$90.00	\$ (13,050.00)
608-A001 S/A	Concrete Sidewalk, Without Reinforcement (Polished Aggregate Finish)	0.00	331	SY	\$ 166.50	\$ 55,111.50
614-B003 S/A	Concrete Driveway, With Reinforcement, 6-Inch Thickness (Polished Aggregate Finish)	0.00	145	SY	\$ 166.50	\$ 24,142.50
Total:					\$	41,379.00

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

This Supplemental Agreement has been discussed with Chuck Starita, District 6 LPA Coordinator, Scott White, District 6 Construction Engineer, Greg Grondin, MDOT Construction Area Engineer, and Lee Frederick, MDOT LPA Division

CITY OF HATTIESBURG
Project No. FBLD-8769-00(001)LPA 108639-801000
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, WE, Colony Construction, LLC., Contractor, and Fidelity and Deposit Company of Maryland, Surety, hereby agree to said Supplemental Agreement consisting of the above-mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 9th day of August, 2023.

Fidelity and Deposit Company of Maryland

Surety

By: Kim Barhum

Kim Barhum, Attorney-In-Fact

8/9/23

Date

Colony Construction, LLC

Contractor

8/19/23

Date

RECOMMENDED FOR APPROVAL:

Korey Hand
LPA Project Engineer/Architect

8/10/2023

Date

Jelly R. Costello
MDOT District Engineer

08/11/2023

Date

APPROVED:

LPA OFFICIAL

Date

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tenora POSEY, Richard Teb JONES, Kim BARHUM, David Robin FORTENBERRY, Mary J. NORVAL and Ross BELL, all of Hattiesburg, Mississippi**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 29th day of June, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 29th day of June A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator
cc:
Date: Tuesday, September 5, 2023
Re: Approve and authorize Request For Proposals to provide professional services authoring a Master Plan for the future development of portions of Broadway Drive and West Pine Street; authorizing publication of advertisement for same.
File Number: 2023-618
Minute Book #

Summary

Recommendation Statement

I recommend approval of public notice for Request For Proposals.

Please place this on the September 5, 2023 City Council meeting for consideration.

Request for Proposals - Public Notice

Broadway Drive and West Pine Street Master Plan

Planners, architects, engineers and other related professionals are requested to submit a proposal to provide professional services authoring a Master Plan for the future development of portions of Broadway Drive and West Pine Street.

Overview

The City of Hattiesburg is requesting qualifications, pricing information, and availability of a consultant to author a Master Plan for the future development of an area generally bound by the extent of Broadway Drive and West Pine Street starting at 6th Avenue and extending to the Highway 49 Intersection for both streets. The Master Plan should describe a vision for the future development of the area in terms of both public infrastructure and private development expectations. The area is uniquely situated with its direct connection to Downtown Hattiesburg from Highway 49 and Interstate 59. The area will also serve as the main entrance to the railroad bypass expected to be completed by the end of 2024, which will could potentially change traffic patterns in the area. The Broadway and West Pine Street Corridor is also bounded by residential districts, several of which are designated as historic districts. The corridor is also host to primarily 16th Section Land, which is land that is legislatively set aside to provide funding for the state's local school districts and is leased out.

Broadway Drive and West Pine Street Master Plan

This project requests sufficient analysis of the current economic development impact, land use of the project area, and transportation planning, and through robust community engagement, establishes a Master Plan to achieve the community's vision. The Master Plan will lay out the future development character of the area, phases for public infrastructure investment, and strategies to execute the plan. Strategies should not only spur development within the area, but plan to buffer and protect the established neighboring residential neighborhood in order to enhance the quality of life for all. Considerations include but are not limited to: existing conditions; feasibility of walkable, functional neighborhoods and mixed-use districts; redevelopment opportunities that support an economically viable and sustainable community; character and history; design guidelines; implementation language and robust public participation.

Outcome/Goal

The intended outcome of the project is to engage the public and key stakeholders and work with the Planning Division staff to create a master plan for the project area reflective of the City's Comprehensive Plan 2008-2028 or potential amendments to the Comprehensive Plan, and to promote Smart Growth principles, urban design standards, economic revitalization and/or enhancement; reduce conflicts of incompatible land uses; stabilize and improve property values; promote more transportation options; and encourage safe, convenient, attractive, sustainable, healthy neighborhoods and districts. Strategies in the plan should include potential phasing of public infrastructure based on possible development scenarios. The Master Plan should also address potential ideas and solutions to addressing 16th Section Land Leases in the area that benefit both the local school district and the redevelopment of the project area.

Meeting/community input format

Responses should include proposed strategies for public engagement including area residents and business stakeholders at a minimum. Firm involvement should include at a minimum 1 kickoff/public

engagement type workshop, 1 presentation to the Planning Commission, and 1 in-person presentation to the City Council.

Deliverables

The deliverables for this project are:

1. Master Plan document including development vision for the project area; suggested development standards if any should differ from the Land Development Code; strategies for any re-zoning, overlay district, Planned Unit Development concept or other mechanism that may be necessary; cost estimations associated with proposed public infrastructure investments; and maps and other visuals sufficient to communicate the vision of the Master Plan product.
2. Digital/Electronic copies of all new databases, studies, and documents prepared for the completion of the final project
3. Professional, print-ready material in a standard word-processing program (In-Design preferred) in a format consistent with the Land Development Code
4. Professional-looking graphics consistent with the scope of services outlined in the RFP
5. Web-ready versions of any of the above
6. Deliverables formatted as Shapefile layers for GIS
7. All materials and sufficient copies for distribution and presentation to Planning Commission and City Council and all public engagement activities

Project Timeline and Budget:

The City prefers no more than a 12-month process that would begin on or about November 21st, 2023. This timeframe would include public review of the final draft and the public hearing process to adopt the Master Plan as a component/appendix to the Comprehensive Plan as well as any immediate changes to the Official Zoning Map that may be necessary. A final schedule will be mutually determined by the City and selected firm. This project is not funded in whole or in part by any federal or state grant monies.

Submittal Requirements:

Responses must conform to the requirements set forth in this RFP, and include as follows:

- Cover letter identifying all firms proposed for the team, including contact information, such as mailing address, email address and phone number;
 - Project understanding;
 - Statement of Qualifications: Team organization, including professional resumes and identification of the lead consultant and project manager, key personnel, and the roles and responsibilities of all sub-consultants. Also designate who will be directly working with the City's Department of Urban Development staff;
 - Statement of Relevant Work/Experience with referral contact information and links to published product(s).
 - Project approach;
 - Scope of Work; (*Important elements: Public participation plan; digital content for website*)
 - Proposed deliverables;
 - Proposed timeline, not to exceed 12 months from project initiation;
 - Proposed project budget;
 - Identify whether any team member firms are, or will become, a qualified DBE firm, and describe the percentage of the overall project that will be assigned/subcontracted to said DBEs.
- Additionally, pursuant to City of Hattiesburg Resolution 2020-326, bidders are encouraged to include in their bid whether they are an Emerging Business Enterprise (EBE) or if they intend to

utilize EBE's as described in Resolution 2020-326, and if so, the extent of such participation proposed by EBEs.

- Clearly identify any term of proposal that may deviate from submitted requirements and the benefits thereof.

All proposals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of the City of Hattiesburg upon receipt.

Selection Criteria Process:

All proposals received will be reviewed by designated City staff from the Department of Urban Development according to the selection criteria set forth in this RFP.

The following criteria will be the basis on which responses will be considered (in no particular order):

<i>Evaluation Criteria</i>	<i>Weight</i>
<i>Demonstrated Capacity (Past performance of firm on similar projects, as well as project manager and other team members; availability of consultant team members; extent of other completed projects of similar scope and magnitude).</i>	25
<i>Experience and qualifications of personnel assigned to perform the services</i>	20
<i>Proposed Scope of Work and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables, and public/stakeholder engagement).</i>	30
<i>Communications (Organization/completeness of response; writing skills, as shown through referenced work examples).</i>	10
<i>Work Product Examples (Quality, appearance, presentation, and applicability of referenced work examples).</i>	10
<i>DBE and/or EBE participation commitment (weighted by commitment level to DBEs/EBEs)</i>	5
<i>Total</i>	100

Questions:

The deadline to submit written questions for information and/or clarification is 3:00 PM on Thursday, September 28th, at 3 PM. Questions should be made in writing to planning@hattiesburgms.com. All written questions received by this deadline will be answered in writing, posted as an accompanying document on the City's website beside the publication of this RFP. Answers will be posted by close of business, October 13th, 2023.

Submission:

Final sealed proposals must be received by the City of Hattiesburg office of the City Clerk no later than 10:00 a.m. (Central Standard Time) local time on **October 27th, 2023**. Late proposals will not be accepted nor considered.

All proposals must be sealed and clearly marked with the Proposer's name and labeled with "Broadway Drive and West Pine Street Master Plan". Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. The City of Hattiesburg will not be responsible for a carrier's failure to deliver. **Five (5) copies of the complete proposal response plus one (1) PDF version on a flash drive must be delivered to the following:**

Physical Address

Office of the City Clerk – 2nd Floor City Hall

OR

Mailing Address

Office of the City Clerk – 2nd Floor City Hall

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Schedule of Activities

Please note that dates are subject to change based on City of Hattiesburg needs.

<u>Item</u>	<u>Date</u>
RFP Issue Date	September 5 th , 2023
Deadline for Questions	September 28 th , 2023
Response in Writing, to Questions	October 13 th , 2023
Closing Date for Receipt of Proposals	October 27 th , 2023, 10:00 AM, CST
Bid Openings	October 27 th , 2023, 10:00 AM, CST
Discussions/Negotiations as Needed	November 6 th , 2023
Anticipated Notice to Proceed	November 20 th , 2023

The City of Hattiesburg reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg. The project objective is to develop a corridor district covering the Broadway Drive and West Pine Street corridor. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project.

PUBLIC NOTICE
REQUEST FOR PROPOSALS

The City of Hattiesburg is issuing a Request for Proposals for a Master Plan from planners, architects, engineers and other related professionals for an area generally bound by the extent of Broadway Drive and West Pine Street starting at 6th Avenue and extending to the Highway 49 Intersection for both streets. The goal of this Master Plan is to further guide future development from both the public infrastructure and private investment perspectives. Considerations include but are not limited to existing conditions; feasibility of walkable, functional neighborhoods and mixed-use districts; redevelopment opportunities that support an economically viable and sustainable community; character and history; design guidelines; implementation language, and robust public participation. The intended outcome of the project is to adopt the Master Plan as a component/appendix of the City's Comprehensive Plan.

Proposals are due no later than 10:00 a.m., Thursday, October 27th, 2023. Any proposals received after this deadline may be returned to the offeror unopened. The City reserves the right to reject any and all proposals, and/or divide any project into sections. The full RFP can be found on the City of Hattiesburg's website at www.hattiesburgms.com/planning.

Inquiries and requests for proposal packets should be addressed to:

Dept. of Urban Development
Planning Division
City of Hattiesburg
P.O. Box 1898/200 Forrest Street
Hattiesburg, MS 39403-1898
601-545-4599
planning@hattiesburgms.com

PUBLISHED by the Order of the Council on the 5th
day of September, 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) in the Legal section: Thursday, September 7th, 2021
Also Publish (1) in the Legal section of the Clarion Ledger as soon
thereafter as possible.

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



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator
cc:
Date: Tuesday, September 5, 2023
Re: Adopt a Resolution approving a 180-day moratorium on any commercial and/or multi-family development in the Broadway Drive and West Pin Corridors and for related purposes.
File Number: 2023-617
Minute Book #

Summary

Recommendation Statement

I recommend adoption of the temporary moratorium.

Please place this on the September 5, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi (“the City”) has previously studied redevelopment of the Broadway Drive and West Pine Street Corridor (“Master Plan”) in 2014 and is currently in the process of further expanding, refining, and implementing development regulations along the Broadway Drive and West Pine Street Corridor, also known as the “Project Area”;

WHEREAS, with recent major infrastructure improvements and plans that will directly tie into this area that could potentially change traffic patterns on Broadway Drive and the West Pine Street Corridor, including but not limited to the development of a double-overpass through Downtown Hattiesburg that will tie the Broadway Drive and West Pine Corridors directly to River Avenue;

WHEREAS, the intended outcome of pursuing development regulations is to engage the public and key stakeholders to create a master plan for the Project Area (which Project Area is described in Exhibits “A” and “B” attached hereto and made a part hereof) reflective of the City’s Comprehensive Plan 2008-2028 and to promote Smart Growth principles, urban design standards, economic revitalization and/or enhancement; reduce conflicts of incompatible land uses; stabilize and improve property values; promote more transportation options; and encourage safe, convenient, attractive, sustainable, healthy neighborhoods and districts; and

WHEREAS, the goal of the Master Plan is to further guide the future development of the Project Area from both the public infrastructure and private investment perspectives; and

WHEREAS, the said Master Plan will lay out the future development character of the Project Area, phases for public infrastructure investment, and strategies to execute the Plan, with strategies that should not only spur development within the Project Area, but to buffer and protect the established neighboring residential neighborhood in order to enhance quality of life for all; and

WHEREAS, the City needs time to complete the study and development of the Master Plan, and a Moratorium on any commercial and/or multi-family development within the Project Area is appropriate and necessary.

NOW, THEREFORE, BE IT RESOLVED that a Moratorium on any commercial and/or multi-family development be and the same is hereby DECLARED and ORDERED for the Project Area for a period of One Hundred Eighty (180) days from and after the adoption of this Resolution. This Moratorium shall include, but not be limited to, any land disturbance, grading, site changes, changes of use, and any subdivision, re-subdivision, or re-platting of land located within the Project Area.

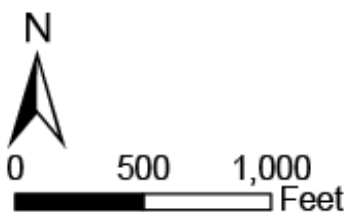
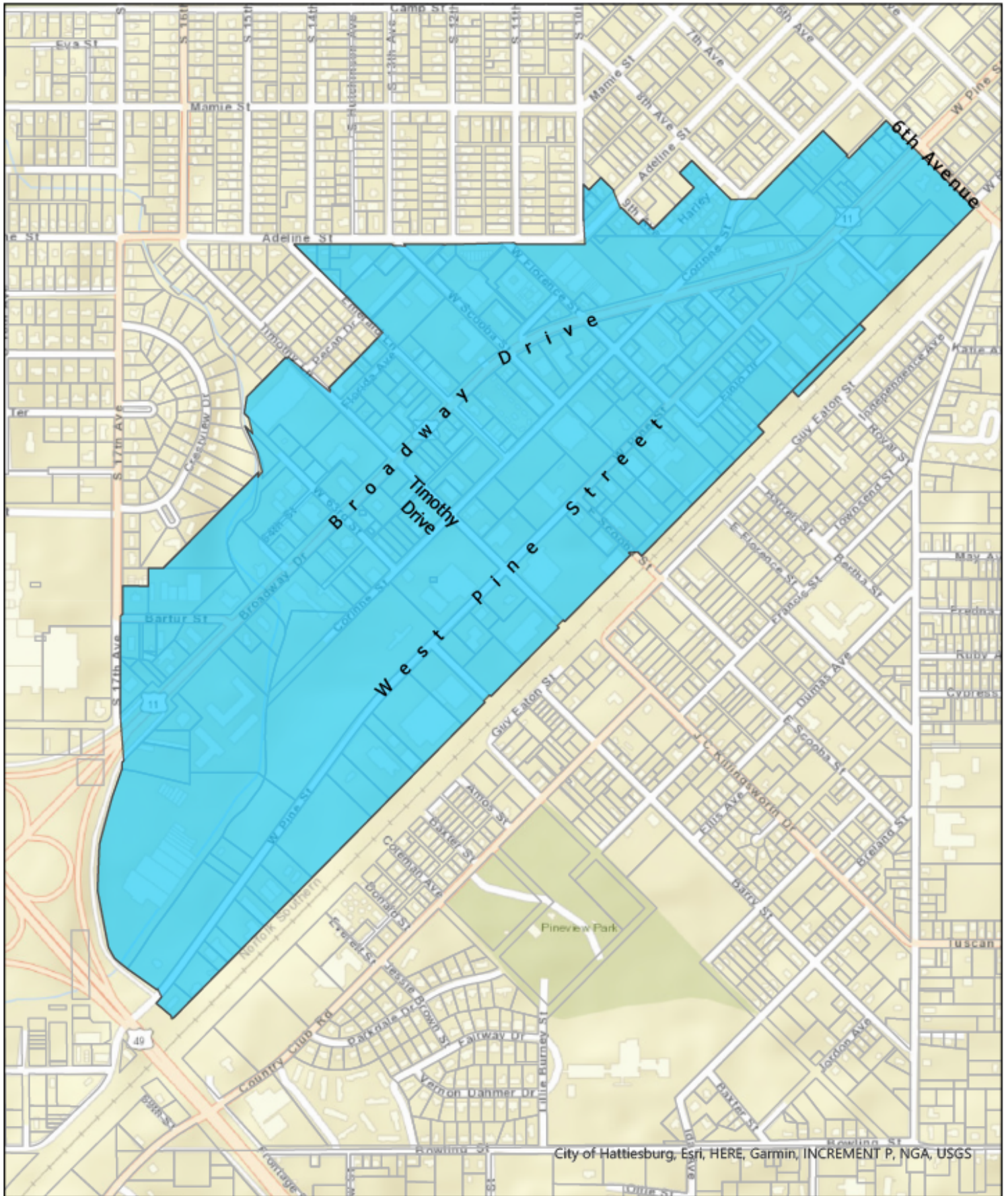


Exhibit A

Moratorium for Study Area

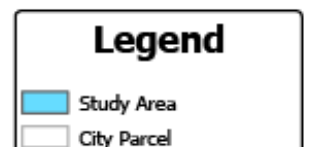


EXHIBIT B: List of all property PPIN's located in Forrest County that are included in the moratorium

19553	19554	43054	19555	29399	19557	19561	34382	19298	19299	19295	19300	19291
	33534	19283	40478	19286	19287	19288	40149	19289	19290	19294	19296	19297
	19281	19282	19279	19280	26882	26880	15216	15215	15217	15214	45233	15212
	15213	15207	15210	15211	33330	15206	15205	15203	38245	42768	44655	15204
	15208	15209	15202	31800	15201	15194	21718	32378	33576	33509	21721	21717
	21714	21715	21716	21752	21751	21746	21747	21748	44076	21750	21749	38719
	15193	15195	15196	15197	15198	15200	15199	21739	21740	21738	21737	21733
	21734	21742	21741	21745	31810	21744	21735	21743	21804	21805	21810	21809
	21808	21807	17616	21803	21811	21756	21757	21722	32930	21732	21731	21730
	21729	21723	21724	21728	21725	21787	21785	44303	21758	21760	21755	21754
	21753	39221	21786	21789	21788	17617	39162	17621	37197	17623	17624	17622
	17618	21790	21782	38210	21784	21783	21768	21767	21766	21762	21761	21764
	21726	21727	26881	26878	26877	26879	17584	17586	17587	17589	17588	31805
	38454	17590	38422	17591	21778	21779	21781	21780	17615	17614	42970	21777
	21774	21776	21775	13204	13205	31880	17619	36474	17620	17612	17613	17611
	31881	17594	17593	17597	17596	21769	21770	21771	21772	17592	26876	26889
	26888	26883	26885	26887	26886	26875	26874	26872	26873	17606	17599	17600
	17602	17604	17603	17605	17607	17608	17609	17610	21773	20115	17625	20112
	20111	20113	26870	31833	26869	40497	26867	33374	33373	26891	26871	26868
	26866	26898	26897	26892	32931	26893	26894	26895	26896	37861	39503	41060
	26909	26908	26907	26906	26905	26904	26901	33377	26900	26902	26903	26899
	40069	26890	17595	17598								



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, September 5, 2023
Re: Approve Funding Grant Agreement between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding associated with improvements in Midtown as specified in Section 28 of House Bill 603 (ku) of the 2023 legislative session and authorize Mayor to execute any and all necessary documents.
File Number: 2023-609
Minute Book #

Summary

Approve Funding Grant Agreement between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding associated with improvements in Midtown as specified in Section 28 of House Bill 603 (ku) of the 2023 legislative session and authorize Mayor to execute any and all necessary documents.

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Hattiesburg (infrastructure improvements in Midtown area including, but not limited to, roads, bridges, water, sewer, drainage, sidewalks, stormwater detention, land acquisition, utility relocation and lighting) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Hattiesburg in paying costs associated with the local project (hereinafter the “Project”) specified in Section 28(ku) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed (\$2,000,000.00) (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 28 of House Bill 603, 2023 Regular Legislative Session, authorized expenditures from the 2023 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 28(ku) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, the Legislature has appropriated funds to the City of Hattiesburg to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2023 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Hattiesburg shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Hattiesburg to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Hattiesburg is subject to the State’s procurement laws; and

WHEREAS, the City of Hattiesburg agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Hattiesburg agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Hattiesburg that the funds on deposit in the 2023 Local Improvements Projects Fund for the City of Hattiesburg (infrastructure improvements in Midtown area including, but not limited to, roads, bridges, water, sewer, drainage, sidewalks, stormwater detention, land acquisition, utility relocation and lighting) should be disbursed to the City of Hattiesburg and that the City of Hattiesburg shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF HATTIESBURG AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2023 Local Improvements Projects Fund upon written request of the City of Hattiesburg to pay the costs associated with the Project.

Section 2. The City of Hattiesburg certifies and agrees to make every effort to expend all funds received from the 2023 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Hattiesburg to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Hattiesburg agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Hattiesburg is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Hattiesburg agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Hattiesburg agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide the DFA with a final report summarizing the expenditures

and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Hattiesburg agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2023 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Hattiesburg agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Hattiesburg
Attn: Toby Barker, Mayor
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898
Phone: 601-545-4503 or 601-545-4680
Email: annjones@hattiesburgms.com or mberch@hattiesburgms.com

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Date: _____

EXHIBIT A

The City of Hattiesburg (infrastructure improvements in Midtown area including, but not limited to, roads, bridges, water, sewer, drainage, sidewalks, stormwater detention, land acquisition, utility relocation and lighting) shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

Date

Mrs. Gilda Reyes, Bond Advisory Director
MS Department of Finance and Administration
501 North West Street, Suite 1301
Jackson, Mississippi 39201

Re: Request for Project Funding
2023 Local Improvements Projects Fund

Dear Mrs. Reyes:

We are requesting that the Department of Finance and Administration (DFA) transfer **\$2,000,000.00** of State Funds authorized by **Section 28(ds) of House Bill 603, 2023 Regular Legislative Session** for the **City of Hattiesburg (infrastructure improvements in Midtown area including, but not limited to, roads, bridges, water, sewer, drainage, sidewalks, stormwater detention, land acquisition, utility relocation and lighting)**.

Our electronic payment information is as follows:

Bank Name: Trustmark

Routing No.: 065300279

Account No.: 480-012-677-1

MAGIC Vendor No.: 3100021448

We appreciate your assistance.

Toby Barker, Mayor



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 09/05/2023

PROJECT NAME: City of Hattiesburg-Midtown (ku)

MAILING
ADDRESS: P.O. Box 1898

Hattiesburg, MS 39403



CONTACT UPDATE LIST

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON**

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Malcolm Berch	(601) 545-4680	mberch@hattiesburgms.com
Lisa Hanson	(601) 554-1034	lhanson@hattiesburgms.com
Ann Jones	(601) 545-4503	annjone@hattiesburgms.com

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CITY OF HATTIESBURG, MS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

GOVERNMENT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 1898

6 City, state, and ZIP code

HATTIESBURG, MS 39403

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 4 - 6 0 0 0 4 3 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Lisa Hanson

Date ►

1/31/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

MAJ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

MAJ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This transfer needs to happen as soon as you receive the funding. This account is only for the funds in HB603. No other funds can be in this account (even if you have received prior funding for the same project).

MAJ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January – March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

MAJ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

MAJ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

MAJ 6) **Bank fees cannot be paid with funds.** Please confirm that no fees will be charged by your bank when the new bank account is opened. If the bank happens to charge fees in error, the bank will have to refund the fees or you will be responsible to pay those fees. This has been a problem with previous funding.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, September 5, 2023
Re: Approve Funding Grant Agreement between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding associated with improvements in Midtown as specified in Section 28 of House Bill 603 (ds) of the 2023 legislative session and authorize Mayor to execute any and all necessary documents.
File Number: 2023-610
Minute Book #

Summary

Approve Funding Grant Agreement between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding associated with improvements in Midtown as specified in Section 28 of House Bill 603 (ds) of the 2023 legislative session and authorize Mayor to execute any and all necessary documents.

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Hattiesburg (infrastructure improvements in Midtown area including, but not limited to, roads, bridges, water, sewer, drainage, sidewalks, stormwater detention, land acquisition, utility relocation and lighting) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Hattiesburg in paying costs associated with the local project (hereinafter the “Project”) specified in Section 28(ds) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed (\$2,000,000.00) (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 28 of House Bill 603, 2023 Regular Legislative Session, authorized expenditures from the 2023 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 28(ds) of House Bill 603, 2023 Regular Legislative Session, Laws of 2023, the Legislature has appropriated funds to the City of Hattiesburg to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2023 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Hattiesburg shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Hattiesburg to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Hattiesburg is subject to the State’s procurement laws; and

WHEREAS, the City of Hattiesburg agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Hattiesburg agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Hattiesburg that the funds on deposit in the 2023 Local Improvements Projects Fund for the City of Hattiesburg (infrastructure improvements in Midtown area including, but not limited to, roads, bridges, water, sewer, drainage, sidewalks, stormwater detention, land acquisition, utility relocation and lighting) should be disbursed to the City of Hattiesburg and that the City of Hattiesburg shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF HATTIESBURG AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2023 Local Improvements Projects Fund upon written request of the City of Hattiesburg to pay the costs associated with the Project.

Section 2. The City of Hattiesburg certifies and agrees to make every effort to expend all funds received from the 2023 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Hattiesburg to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Hattiesburg agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Hattiesburg is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Hattiesburg agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

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and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Hattiesburg agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2023 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Hattiesburg will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Hattiesburg agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Hattiesburg
Attn: Toby Barker, Mayor
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898
Phone: 601-545-4503 or 601-545-4680
Email: annjones@hattiesburgms.com or mberch@hattiesburgms.com

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Date: _____

EXHIBIT A

The City of Hattiesburg (infrastructure improvements in Midtown area including, but not limited to, roads, bridges, water, sewer, drainage, sidewalks, stormwater detention, land acquisition, utility relocation and lighting) shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

Date

Mrs. Gilda Reyes, Bond Advisory Director
MS Department of Finance and Administration
501 North West Street, Suite 1301
Jackson, Mississippi 39201

Re: Request for Project Funding
2023 Local Improvements Projects Fund

Dear Mrs. Reyes:

We are requesting that the Department of Finance and Administration (DFA) transfer **\$2,000,000.00** of State Funds authorized by **Section 28(ds) of House Bill 603, 2023 Regular Legislative Session** for the **City of Hattiesburg (infrastructure improvements in Midtown area including, but not limited to, roads, bridges, water, sewer, drainage, sidewalks, stormwater detention, land acquisition, utility relocation and lighting)**.

Our electronic payment information is as follows:

Bank Name: Trustmark

Routing No.: 065300279

Account No.: 480-012-677-1

MAGIC Vendor No.: 3100021448

We appreciate your assistance.

Toby Barker, Mayor



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 09/05/2023

PROJECT NAME: City of Hattiesburg-Midtown (ku)

MAILING
ADDRESS: P.O. Box 1898

Hattiesburg, MS 39403



CONTACT UPDATE LIST

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON**

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Malcolm Berch	(601) 545-4680	mberch@hattiesburgms.com
Lisa Hanson	(601) 554-1034	lhanson@hattiesburgms.com
Ann Jones	(601) 545-4503	annjone@hattiesburgms.com

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CITY OF HATTIESBURG, MS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

GOVERNMENT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 1898

6 City, state, and ZIP code

HATTIESBURG, MS 39403

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 4 - 6 0 0 0 4 3 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Lisa Hanson

Date ►

1/31/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

MAJ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

MAJ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This transfer needs to happen as soon as you receive the funding. This account is only for the funds in HB603. No other funds can be in this account (even if you have received prior funding for the same project).

MAJ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January – March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

MAJ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

MAJ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

MAJ 6) **Bank fees cannot be paid with funds.** Please confirm that no fees will be charged by your bank when the new bank account is opened. If the bank happens to charge fees in error, the bank will have to refund the fees or you will be responsible to pay those fees. This has been a problem with previous funding.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Nathan Satcher, Planner II, Cory Long, Planning Administrator
cc: Ann Jones
Date: Tuesday, September 5, 2023
Re: Ratify and confirm the Mayor's appointment of Herman Dungan (W5) to the Hattiesburg Board of Adjustment, filling the unexpired term of Lucy Parkman (W5) beginning December 3, 2022, and ending December 2, 2025.
File Number: 2023-608
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Herman Dungan (W5) to the Hattiesburg Board of Adjustment, filling the unexpired term of Lucy Parkman (W5) beginning December 3, 2022, and ending December 2, 2025. Lucy Parkman resigned from the Board of Adjustment on June 19, 2023.

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.



HERMAN DUNGAN

dunganrealty@gmail.com | 601-441-8370 | Hattiesburg, MS 39401

PROFESSIONAL SUMMARY

My name is Herman Dungan. I am a proud graduate of The University of Southern Mississippi. I am married to Skyler Dungan, BSN, MBA, and together we are raising their son, Hermie and daughter, Amelia. With 6 years of service as a disaster recovery contractor for local governments and 5 year as an HOA President, I am a Hattiesburg resident that understands the importance of being organized and dependable with a career and community responsibilities. I am honored to be considered for a position to serve my city.

SKILLS

- Client Base Retention
- Competitor Monitoring
- Xerox Copiers
- Campaign Management
- Business Administration
- RFP/Proposal Coordination
- Monitoring
- Cross-Functional Collaboration
- Google Docs
- Time Management
- Critical Thinking
- Vendor Management

WORK HISTORY

Business Development Manager | DebrisTech - Picayune, MS

06/2020 - CURRENT

- Managed response to over 800 RFP/RFQ.
- Assisted 28 local governments during disaster recovery.
- Responded to 200+ Disaster contract activations.
- Reached out to potential customers via telephone, email, and in-person inquiries.
- Generated new business with marketing initiatives and strategic plans.
- Established relationships with key decision-makers within customer's organization to promote growth and retention.
- Resolved problems with high-profile customers to maintain relationships.
- Collaborated with upper management to implement continuous improvements and exceed team goals.
- Compiled and analyzed data to determine approaches to improve performance.
- Implemented systems and procedures to improve teamwork.

HOA President | District At Mid Town Condo - Hattiesburg, MS

08/2018 - CURRENT

- Manage and meet the needs of 11 owners

- Hired and managed contractors to maximize productivity while training staff on best practices and protocols.
- Cultivated strong relationships with Contractors, and Developers to foster collaboration and maximize resources.
- Reduced operational costs through strategic cost management initiatives.
- Monitored financial performance and implemented measures to enforce compliance with budgetary standards.
- Supported project management team for optimal performance.
- Prepared annual budget forecasts and monitored performance to meet organizational objectives.

Project Manager | DebrisTech - Picayune, MS 06/2018 - 06/2020

- Assisted 28 county and city governments during disaster recovery.
- Planned, designed, and coordinated phases for large projects.
- Monitored project performance to identify areas of improvement and make adjustments.
- Coordinated with cross-functional teams to resolve project issues.
- Provided detailed project status updates to stakeholders and executive management.
- Developed and initiated projects, managed costs, and monitored performance.
- Prepared and submitted project invoices for review and approval.
- Managed projects from procurement to commission.
- Negotiated and managed third-party contracts related to project deliverables.
- Monitored project progress, identified risks and took corrective action as needed.
- Maintained open communication by presenting regular updates on project status to customers.
- Reported regularly to managers on project budget, progress and technical problems.
- Recruited and oversaw personnel to achieve performance and quality targets.

Operations Manager | DebrisTech - Picayune, MS 06/2016 - 06/2018

- Supervised operations staff and kept employees compliant with company policies and procedures.
- Developed systems and procedures to improve operational quality and team efficiency.
- Managed inventory and supply chain operations to achieve timely and accurate delivery of goods and services.
- Led hiring, onboarding and training of new hires to fulfill business requirements.
- Identified and resolved unauthorized, unsafe, or ineffective practices.

- Trained new employees on proper protocols and customer service standards.
- Handled problematic customers and clients to assist lower-level employees and maintain excellent customer service.
- Recruited, hired, and trained initial personnel, working to establish key internal functions and outline scope of positions for new organization.

Surveyor Assistant | Dungan Engineering - Columbia, MS

05/2009 - 07/2012

- Summer Job
- Prepared and maintained sketches, maps, reports and legal descriptions of surveys to describe, certify and assume liability for work performed.
- Calculated heights, depths, relative positions and property lines of terrain.
- Surveyed bodies of water to determine navigable channels and secure data for construction of breakwaters, piers and other marine structures.
- Performed boundary, topographic and traverse land surveys.
- Analyzed aerial photographs to detect and interpret topographical data.
- Researched and monitored locations of utilities around project sites.
- Verified accuracy of survey measurements and calculations conducted at survey sites.
- Hauled surveying equipment across hillsides and swamps to assist surveyors in projects.
- Planned and conducted ground surveys to establish baselines, elevations and other geodetic measurements.
- Conducted supervised surveys to establish legal boundaries for properties, based on legal deeds and titles.

EDUCATION

University of Southern Mississippi, Hattiesburg, MS
Bachelor of Science: Business Administration - Finance

05/2016

AFFILIATIONS

- Lifetime USM Alumni Association Member
- Alpha Tau Omega Fraternity Board Chairman
- Hattiesburg Country Club Member
- Extra Table Volunteer

BOARD/COMMISSION APPOINTMENT DATASHEET

BOARD/COMMISSION Board of Adjustments

TERM OF OFFICE 3 years PERIOD December 3, 2022 and ending December 2, 2025

TERM EXPIRED: _____ OR RESIGNED: X LETTER ATTACHED: _____

REPLACES Lucy Parkman (Resigned June 19th, 2023)

NAME OF PROPOSED APPOINTEE: Herman Dungan

ADDRESS 75 Timberton Drive, Hattiesburg, MS 39401

HOME PHONE NUMBER 601-441-8370 WARD Ward 5

PLACE OF EMPLOYMENT: DebrisTech

EMPLOYMENT ADDRESS 923 Goodyear Blvd, Picayune, MS 39466

EMPLOYMENT PHONE NO: (601)-441-8370 POSITION: Business Development Manager

PERSON CONTACTED BY Toby Barker, Mayor DATE: 8/29/2023

AGREED TO SERVE: Yes DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, September 5, 2023
Re: Acknowledge receipt of the two quote docket for the period of July 29, 2023 through August 25, 2023.
File Number: 2023-595
Minute Book #

Summary

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
AMERICAN AIR SPECIALISTS INC JIM SMITH SERVICES	2304394	\$ 74,875.00 \$ 76,775.00	AIR CONDITION FOR HPD FLEET
PUCKETT RENTS PARISH TRACTOR	2304398	\$ 68,100.89 \$ 76,890.00	COMPACT TRACK LOADER
MAX MULTIMEDIA & CABLING SOLUTIONS GUITAR CENTER PROFESSIONAL	2304463	\$ 74,991.90 \$ 83,462.13	AUDIO SYSTEM INSTALLATION
BRACKMAN MOWER WAREHOUSE LLC UNDERWOOD OUTDOOR POWER	2304476	\$ 5,795.00 \$ 7,039.00	ZERO TURN MOWER
BUCKHAULTS ELECTRIC SERVICE DOLEAC ELECTRIC COMPANY INC	2304494	\$ 8,000.00 \$ 13,990.00	INSTALLATION FOR FOUR NEW HUNTER FANS
WILLIAM JORDAN W & P LLC	2304507	\$ 11,885.00 \$ 28,050.00	DEMO FOR J.C. KILLINGSWORTH
DARRELL BROWN MAJOR DRIP ATHLETICS	2304602	\$ 10,833.75 \$ 11,250.00	YOUTH FB UNIFORM JERSEY&PAD SET
POWELL AND ASSOCIATES LLC (LOUIS POWELL) ANDERSON RETAIL INC	2304675	\$ 9,250.00 \$ 10,933.33	CARPET REPLACEMENT FOR TRAIN DEPOT
WALT MASSEY CHEVROLET PETRO NISSAN	2304716	\$ 53,250.00 \$ 64,203.00	TWO VEHICLES FOR URBAN DEVELOPMENT
GILLILANDS ELECTRONICS SUPPLY CO PRO1 SECURITY & COMMUNICATIONS	2304717	\$ 12,370.00 \$ 18,433.86	CAMERAS FOR PARKING GARAGE

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304394

ITEM: AIR CONDITION AT HPD FLEET

BID #1

WINNING BID

COMPANY AMERICAN AIR SPECIALISTS INC

BID

AMOUNT \$74,875.00

BID #2

COMPANY JIM SMITH SERVICES

BID

AMOUNT \$76,775.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 2100
AMERICAN AIR SPECIALISTS INC
PO BOX 162
HATTIESBURG, MS 39403-0162

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02304394**
Purchase Order Date **08/01/2023**
Department **ECONOMIC DEV**
Required By **08/04/2023**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	jhaynes@aasofms.com	2100	2304083	Ann Jones	

NOTES

TWO QUOTE FOR AC AT HPD FLEET
PLEASE SEND INVOICE TO ANNJONES@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO AC UNITS	1.0000	EACH	\$74,875.0000	\$74,875.00
	GL #: 001092 - 635000			\$30,000.00	
	GL #: 001402 - 604900			\$44,875.00	

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

Total Ext. Price \$74,875.00

Purchase Order Total \$74,875.00


City Clerk

AMERICAN AIR SPECIALISTS OF MS, INC.

P.O. BOX 162
HATTIESBURG, MS 39403-0162
OFFICE (601)583-2575
FAX (601) 544-7746

July 25, 2023

TO: City of Hattiesburg

RE: 1410 Pine Street

ATTN: Ann Jones

annjones@hattiesburgms.com

Replace one (15) ton and one (10) ton split systems with new Trane split systems. Price includes demo and disposal of existing systems, new condensers, fan coils, controllers, ductwork transitions to existing duct, refrigerant reclaim and recharge, line and low voltage electrical, lift services, labor and start-up.

Contract Price...\$74,875.00

Sincerely,
AMERICAN AIR SPECIALISTS of MS, Inc.

John Haynes

Accepted By: _____ Date: _____

The price may be withdrawn if not accepted in 7 to 10 days due to price fluctuation on materials.
All credit card payments are subject to a 2.75% convenience fee



Jim Smith Services, Inc.
P.O. Box 17737
Hattiesburg, MS 39404



Phone: (601) 584-8400
customerservice@jimsmithservices.c
www.jimsmithservices.com

Quote #: q1066

Bill to
City Of Hattiesburg, MS 3
P. O. Box 1898
Hattiesburg, MS 39401

Ship to
Vehicle Maintenance Shop 00046
Old Courtsey Ford Bldg.
West Pine Street

Item	Description	Quantity	Price	Amount
DESC	Replace one fifteen ton and one ten ton split systems with new Trane split systems. Price includes demo and disposal of existing systems, new condensers, fan coils, controllers, ductwork transition to existing duct, refrigerant reclaim and recharge, line and low voltage electrical, lift services, labor and start up.	1	\$76,775.00	\$76,775.00

Subtotal: \$76,775.00

Tax: \$0.00

Total: \$76,775.00

Payments: \$0.00

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304398

ITEM: COMPACT TRACK LOADER

BID #1

WINNING BID

COMPANY PUCKETT RENTS

BID

AMOUNT \$68,100.89

BID #2

COMPANY PARISH TRACTOR

BID

AMOUNT \$76,890.00

BID #3

COMPANY _____

BID

AMOUNT _____

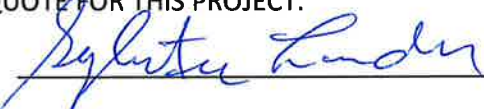
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

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

Ship To 1012
1202 James St
Hattiesburg, MS 39401

Purchase Order Number **02304398**
Purchase Order Date **08/01/2023**
Department **STREET DIVISION**

FID 64-6000432

Vendor 3987
PUCKETT RENTS
7128 US HIGHWAY 49 N
HATTIESBURG, MS 39402-9374

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
FORREST.TOLAND@PUCKETTRENTS.COM		3987	2304091	Teresa Evans	

NOTES

TWO - QUOTE COMPACT TRACK LOADER

Please send invoice to tevans@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SEE ATTACHMENT GL #: 001201 - 739900	1.0000	EACH	\$68,100.8900	\$68,100.89

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

Total Ext. Price \$68,100.89

Purchase Order Total **\$68,100.89**


City Clerk

QUOTE

TO: CITY OF HATTIESBURG

Date: July 25, 2023

Puckett Rents is pleased to submit the following quotation for your consideration:

NEW **CAT 259D3** **\$68,100.89**

259D3 COMPACT TRACK LOADER
DOOR, CAB, POLYCARBONATE
BATTERY,HD,DISCONNECT, 850 CCA
SEAT BELT, 2"
TRACK,RUBBER,400MM(15.7IN)BLCK
CAB PACKAGE, PRO PLUS
INCLUDING:
HYDRAULICS, PERFORMANCE (H2)
CONTROL, ISO, PROP, WT
LIGHTS, LED
ROPS, ENCLOSED WITH A/C (C3)
DISPLAY, ADVANCED, LCD, CAMERA
FAN, COOLING, DEMAND
QUICK COUPLER, HYDRAULIC
STANDARD RADIO(12V), BLUETOOTH
RUBBER BELT, 2 SPD, TF IDLERS
PRODUCT LINK, CELLULAR PL641
74" GP BUCKET

WARRANTY

24 months / 2,000 total machine

QUOTE VALID FOR 30 DAYS

Thank you for this opportunity. We look forward to continued business with you.

Sincerely,

CHRIS BARNES

Sales Representative

Cell: (601) 310-7749

RICHLAND

Puckett Rents
406 Hwy 49 South
Richland, MS 39218
(601)939-5151

HATTIESBURG

Puckett Rents
7182 Hwy 49 North
Hattiesburg, MS 39402
(601)264-1111

BILOXI

Puckett Rents
9207 West Oaklawn Rd
Biloxi, MS 39532
(228)392-2211

MADISON

Puckett Rents
608 Church Road
Madison, MS 39110
(601)859-5131

MERIDIAN

Puckett Rents
1105 South Frontage
Rd
Meridian, MS 39301





7065 U.S. Highway 47
Hattiesburg, MS 39402
Phone: (601) 261-2670

Ship To: IN STORE PICKUP

Invoice To: CITY OF HATTIESBURG PURCH
P. O. BOX 1898
HATTIESBURG MS 39403

Branch 02 - HATTIESBURG		
Date 08/01/2023	Time 8:46:14 (O)	Page 1
Account No CITY0016	Phone No 6015454646	Est No 00 Q01808
Ship Via		Purchase Order
Tax ID No GOVT		
MICHAEL BARNES		Salesperson MB

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 08/31/2023	Amount
Stock #: E006331	Serial #:		76890.00
New KU SVL75-3HFWC			
New KUBOTA SVL75-3HFWC COMPACT TRACK LOADER CAB HIGH FLOW			
Sale Total:			76890.00
Subtotal:			76890.00
Quote Total:			76890.00
Authorization: _____			

Title and risk of loss passes to Purchaser at Seller's location as of the date hereof. Purchaser is responsible for making arrangement for transfer of purchased items, which may include use of an affiliate trucking company of the Seller pursuant to a separate contract with said company. Parts can not be returned for a refund after 30 days. A 15% restocking fee will be incurred by the Purchaser for any special order returns. No electrical components can be returned. In the event of a payment method provided to the Seller with insufficient funds, a \$40 fee will be incurred by the Purchaser. If a Purchaser has been granted credit by the Seller, payment terms are net 30. A \$20 penalty will be incurred by the Purchaser monthly for any past due balances, in addition to interest being accrued on any past due balance at 1.5% per month.

Thank You For Your Business!

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304463

ITEM: AUDIO SYSTEM INSTALLATION

BID #1

WINNING BID

COMPANY MAX MULTIMEDIA & CABLING SOLUTIONS

BID

AMOUNT \$74,991.90

BID #2

COMPANY GUITAR CENTER PROFESSIONAL

BID

AMOUNT \$83,462.13

BID #3

COMPANY _____

BID

AMOUNT _____

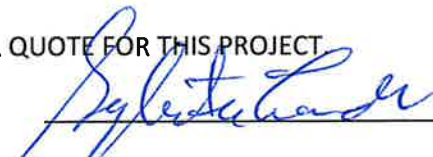
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 3

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

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order Number **02304463**
Purchase Order Date **08/04/2023**
Department **ENGINEERING**

FID 64-6000432

Vendor 3518
MAX MULTIMEDIA & CABLING SOLUTIONS
dba MAX MULTIMEDIA & CABLING
SOLUTIONS
2000 W PINE ST
HATTIESBURG, MS 39401-7562

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	AV8003@YAHOO.COM	3518	2304143	Lakecia Buckhalter	

NOTES

TWO-QUOTE AUDIO SYSTEM INSTALLATION
PLEASE SEND THE INVOICE TO shensarling@hattiesburgms.com.....THANKS.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	AUDIO INSTALL GEAR BA CDD528 - 180X45 DISPERSION GL #: 086300 - 7295PR \$0.00	3.0000	EACH	\$0.0000	\$0.00
2	INSTALL GEAR BA SB - 18P - POWERED 1X18 SUBWOOFER GL #: 086300 - 7295PR \$0.00	2.0000	EACH	\$0.0000	\$0.00
3	INSTALL GEAR BA POWERZONE 3004 AMPLIFIER GL #: 086300 - 7295PR \$0.00	2.0000	EACH	\$0.0000	\$0.00
4	INSTALL GEAR EV ZLX - 12BT - FLOOR MONITORS GL #: 086300 - 7295PR \$0.00	6.0000	EACH	\$0.0000	\$0.00
5	INSTALL GEAR RACKS AND HARDWARE (STAGE BOX, AMPS, WIRELESS) GL #: 086300 - 7295PR \$0.00	1.0000	EACH	\$0.0000	\$0.00
6	INSTALL GEAR SHURE SLXD 124/85 WIRELESS COMBO SYSTEMS GL #: 086300 - 7295PR \$0.00	4.0000	EACH	\$0.0000	\$0.00
7	INSTALL GEAR K&M BOOM MIC STANDS GL #: 086300 - 7295PR \$0.00	10.0000	EACH	\$0.0000	\$0.00
8	INSTALL GEAR RF VENUE DFINDISTRO4 WIRELESS DISTRO/ANTENNA GL #: 086300 - 7295PR \$0.00	1.0000	EACH	\$0.0000	\$0.00
9	INSTALL GEAR	1.0000	EACH	\$0.0000	\$0.00

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

Total Ext. Price \$79,501.90

Purchase Order Total \$74,991.90

City Clerk

Purchase Order

Page 2 of 3

Purchase Order # 02304463

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	TASCAM CD/BLUETOOTH PLAYER GL #: 086300 - 7295PR	\$0.00			
10	ITEM LUXOL ROUTER W/ACCESS POINT FOR WIRELESS CONTROL OF MIXER GL #: 086300 - 7295PR	1.0000	EACH	\$0.0000	\$0.00
		\$0.00			
11	ITEM 8X50 DROP SNAKES GL #: 086300 - 7295PR	2.0000	EACH	\$0.0000	\$0.00
		\$0.00			
12	ITEM STAGE FLOOR POCKETS WITH XLR AND EDISON POWER GL #: 086300 - 7295PR	4.0000	EACH	\$0.0000	\$0.00
		\$0.00			
13	LIGHTING ITEM EVE E100Z LED ELLIPSOIDAL LIGHT GL #: 086300 - 7295PR	4.0000	EACH	\$0.0000	\$0.00
		\$0.00			
14	ITEM SLIMPAR PRO HUSB - LED HEX PAR CAN FOR STAGE WASH/COLOR GL #: 086300 - 7295PR	30.0000	EACH	\$0.0000	\$0.00
		\$0.00			
15	ITEM LED 75WT FOLLOW SPOT GL #: 086300 - 7295PR	2.0000	EACH	\$0.0000	\$0.00
		\$0.00			
16	ITEM CHAMSYS QUICK Q10 LIGHTING CONSOLE GL #: 086300 - 7295PR	1.0000	EACH	\$0.0000	\$0.00
		\$0.00			
17	ITEM DMX CABLING GL #: 086300 - 7295PR	1.0000	EACH	\$0.0000	\$0.00
		\$0.00			
18	ITEM PIPE FOR UPSTAGE AND DOWNSTAGE, SAFETY CABLES, PRO CLAMPS, RIGGING AND HARDWARE GL #: 086300 - 7295PR	1.0000	EACH	\$0.0000	\$0.00
		\$0.00			
19	INSTALLATION & MATERIALS ITEM ALL CABLING TO COMPLETE THE INSTALL (SPEAKER CABLE, LINE LEVEL CABLE, ETHERNET CABLE. S/O FOR STAGE EDISONS) GL #: 086300 - 7295PR	1.0000	EACH	\$0.0000	\$0.00
		\$0.00			
20	ITEM CONDUIT, BOXES AND PLATES FOR LINE LINE LEVEL ETHERNET GL #: 086300 - 7295PR	1.0000	EACH	\$0.0000	\$0.00
		\$0.00			
21	ITEM SCISSOR LIFT RENTAL GL #: 086300 - 7295PR	1.0000	EACH	\$0.0000	\$0.00
		\$0.00			
22	ITEM MISCELLANEOUS HARDWARE AND RIGGING GL #: 086300 - 7295PR	1.0000	EACH	\$0.0000	\$0.00
		\$0.00			
23	HOUSE LIGHTING GL #: 086300 - 7295PR	1.0000	EACH	\$0.0000	\$0.00
		\$0.00			
24	ITEM 8' TRACK SECTIONS GL #: 086300 - 7295PR	20.0000	EACH	\$0.0000	\$0.00
		\$0.00			

Total Ext. Price \$79,501.90

Purchase Order Total \$74,991.90

Purchase Order

Page 3 of 3

Purchase Order # 02304463

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
25	ITEM BLACK HOUSING WITH DIMMABLE LED BULBS GL #: 086300 - 7295PR \$0.00	160.0000	EACH	\$0.0000	\$0.00
26	ITEM HIGH BAY LED FIXTURES - FOR USE WHEN HIGH DENSITY LIGHTING IS NEEDED (SET UP, CLEAN UP, ETC...) GL #: 086300 - 7295PR \$0.00	6.0000	EACH	\$0.0000	\$0.00
27	MAX ALL MATERIALS, EQUIPMENT ABOVE AND LABOR TO COMPLETE THE INSTALLATION AND TRAINING GL #: 086300 - 7295PR \$74,991.90	1.0000	EACH	\$79,501.9000	\$79,501.90
28	ITEM SHURE SM58 WIRED MICS WITH CABLES GL #: 086300 - 7295PR \$0.00	6.0000	EACH	\$0.0000	\$0.00

Total Ext. Price \$79,501.90

Purchase Order Total \$74,991.90

1898

2000 West Pine St
Hattiesburg, MS 39401 US
(601) 583-0542
www.maxmmc.com



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
City of Hattiesburg (Community Arts Center)	City of Hattiesburg (Community Arts Center)	08/02/2023	\$74,991.90	08/31/2023

P.O. NUMBER

rev: est 1898

ACTIVITY	QTY	COST	EXT COST
AUDIO			
Install Gear BA CDD528 - 180x45 dispersion	3	0.00	0.00T
Install Gear BA SB-18P - powered 1x18 subwoofer	2	0.00	0.00T
Install Gear BA Powerzone 3004 amplifier	2	0.00	0.00T
Install Gear EV ZLX-12BT - floor monitors	6	0.00	0.00T
Install Gear Racks and Hardware (stage box, amps, wireless)	1	0.00	0.00T
Install Gear Shure SLXD 124/85 wireless combo systems	4	0.00	0.00T
Item Shure SM58 wired mics with cables	6	0.00	0.00T
Install Gear K&M boom mic stands	10	0.00	0.00T
Install Gear RF Venue DFINDISTRO4 Wireless distro/antenna	1	0.00	0.00T
Install Gear Tascam CD/Bluetooth player	1	0.00	0.00T
Item Luxol Router w/Access point for wireless control of mixer	1	0.00	0.00T
Item 8x50 Drop Snakes	2	0.00	0.00T
Item Stage Floor Pockets with XLR and Edison power	4	0.00	0.00T

Please make checks payable to:
Max MMC, LLC

Thanks for the business

ACTIVITY	QTY	COST	EXT COST
LIGHTING			
Item EVE E100Z LED Ellipsoidal light	4	0.00	0.00T
Item SlimPar Pro HUSB - LED HEX Par Can for Stage Wash/Color	30	0.00	0.00T
Item LED 75WT Follow Spot	2	0.00	0.00T
Item Chamsys Quick Q10 Lighting Console	1	0.00	0.00T
Item DMX Cabling	1	0.00	0.00T
Item Pipe for upstage and downstage, Safety Cables, Pro Clamps, Rigging and Hardware	1	0.00	0.00T
INSTALLATION & MATERIALS			
Item All Cabling to complete the install (speaker cable, line level cable, ethernet cable, s/o for stage edisons)	1	0.00	0.00T
Item Conduit, boxes and plates for line line level, ethernet	1	0.00	0.00T
Item Scissor Lift Rental	1	0.00	0.00T
Item Miscellaneous hardware and rigging	1	0.00	0.00T
HOUSE LIGHTING			
Item 8' Track Sections	20	0.00	0.00T
Item Black housing with dimmable LED Bulbs	160	0.00	0.00T
Item High Bay LED fixtures - for use when high density lighting is needed (set up, clean up, etc..)	6	0.00	0.00T

NOTE REGARDING HOUSE LIGHTING

MAX MMC does not hold an electrical license. MAX MMC will take down existing shop lights and hang the new track fixtures in place and will install the High Bay LED fixtures in new locations. A licensed electrician will be required to make the connections to the lights, supply and make new cable runs for the high bay LED fixtures, and supply the proper dimmer switches, extra breakers if necessary, any extra or necessary cabling to replace existing cabling and make the connections to the circuit breakers, and test.

Please make checks payable to:
Max MMC, LLC

Thanks for the business

ACTIVITY	QTY	COST	EXT COST
MAX All materials, equipment above and labor to complete the installation and training	1	79,501.90	79,501.90T

Installation date will be determined by product availability and shipping times, but we anticipate being able to start installation in September 2023 and finishing in October 2023.

Freight cost is guesstimated to be \$3050.00, any actual freight cost that exceed the estimated amount will be absorbed by MAX MMC.

SUBTOTAL	79,501.90
DISCOUNT	-4,510.00
TAX (0)	0.00

TOTAL	\$74,991.90
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THANK YOU.

Accepted By

Accepted Date



Please make checks payable to:
Max MMC, LLC

Thanks for the business

Guitar Center Professional
 Black Box Theater
 Hattiesburg Community Arts Center
 Sound and Lighting Project
 2 Quote Request

Items

<u>Audio</u>	<u>Quantity</u>	<u>Cost</u>	<u>Ext Cost</u>
<u>Install Gear</u> BA CDD528 – 180X45 Dispersion	3		
<u>Install Gear</u> BA SB – 18P – Powered 1X18 Subwoofer	2		
<u>Install Gear</u> BA Power zone 3004 Amplifier	2		
<u>Install Gear</u> EV ZLX – 12BT – Floor Monitors	6		
<u>Install Gear</u> Racks and Hardware (Stage box, Amps, Wireless)	1		
<u>Install Gear</u> Shure SLXD 124/85 wireless combo systems	4		
<u>Item</u> Shure SM58 Wired mics with cables	6		
<u>Install Gear</u> K&M boom mic stands	10		
<u>Install Gear</u> RF Venue DFINDISTRO4 wireless/ distro Antenna	1		
<u>Install Gear</u> Tascam CD/Bluetooth Player	1		

<u>Audio</u>	<u>Quantity</u>	<u>Cost</u>	<u>Ext Cost</u>
<u>Item</u> Luxol Router w/Access point for wireless control of mixer	1		
<u>item</u> 8X50 Drop Snakes	2		
<u>Item</u> Stage Floor Pockets with XLR and Edison Power	4		
<u>Lighting</u>			
<u>Item</u> EVE E100Z LED Ellipsoidal light	4		
<u>Item</u> SlimPar Pro HUSB – LED HEX Par Can for Stage Wash/Color	30		
<u>item</u> LED 75WT Follow Spot	2		
<u>Item</u> Chamsys Quick Q10 Lighting Console	1		
<u>Item</u> DMX Cabling	1		
<u>Item</u> Pipe for upstage and downstage Safety Cables, Pro Clamps, Rigging And Hardware	1		

<u>Audio</u>	<u>Quantity</u>	<u>Cost</u>	<u>Ext Cost</u>
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Installation & Materials

<u>Item</u> All Cabling to complete the install (speaker Cable, Line level cable, Ethernet cable, s/o for stage edisons)	1		
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<u>Item</u> Conduit, boxes and plates for line, line level, Ethernet	1		
--	---	--	--

<u>Item</u> Scissor lift rental	1		
------------------------------------	---	--	--

<u>Item</u> Miscellaneous hardware and rigging	1		
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House Lighting

<u>Item</u> 8' Track Sections	20		
----------------------------------	----	--	--

<u>Item</u> Black Housing with dimmable LED Bulbs	160		
--	-----	--	--

<u>Item</u> High bay LED Fixtures – for use when high density lighting is needed (setup, clean up)	6		
--	---	--	--

<u>Item</u> Removal of existing shop lights will be required	1		
---	---	--	--

TOTAL COST: 83,462.13

Estimated Freight Cost \$3,278.54

Note: All materials, equipment listed within this quote and installation labor must be included with the total quote. Estimated freight cost must be included.

To provide an official 2 quote for the above an approximate delivery and installation date must be provided by each vendor. Date Sept 2023.

****Estimated Installation date is dependent upon gear availability and shipping provisions****

Electrical requirements must be provided for each item that requires power to be installed.

Warranty information for all materials and labor must be supplied with close out documents. Training of City Staff will be required prior to accepting the total project. This includes acceptance of the overall operations of all lighting and sound elements.

Note: a licensed electrical contractor will be hired by the City to provide required power and required location and connectivity of power to support the above specified quotations.

Quotes should be provided no later than Tuesday, August 8, 2023 and emailed to: Lakecia Buckhalter - Lnbuckhalter@hattiesburgms.com

For more information contact Sid Gonsoulin, Project Manager – 601-818-4121 or sgonsoulin@hattiesburgms.com

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304476

ITEM: ZERO TURN MOWER

BID #1

WINNING BID

COMPANY BRACKMAN MOWER WAREHOUSE LLC

BID

AMOUNT \$5,795.00

BID #2

COMPANY UNDERWOOD OUTDOOR POWER

BID

AMOUNT \$7,039.00

BID #3

COMPANY _____

BID

AMOUNT _____

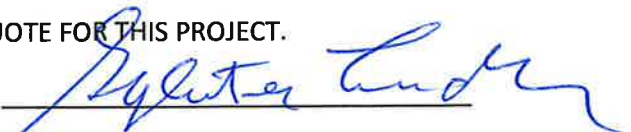
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

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

Ship To 9999
MERCHANDISE WILL BE PICKED
UP

Purchase Order Number **02304476**
Purchase Order Date **08/07/2023**
Department **CEMETERY**

FID 64-6000432

Vendor 2304
BRACKMAN MOWER WAREHOUSE LLC
35 PIONEER RD SOUTH
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	brackmanzereturn@gmail.com	2304	2304090	Andy Parker	

NOTES

TWO QUOTE - ZERO TURN MOWER, CEMETERY
PLEASE EMAIL INVOICE TO APARKER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TOR 77280 - Z MASTER 2000 48" 24.5 TORO T-TWIN HDAC MOWER GL #: 001553 - 733500	1.0000	EACH	\$5,795.0000	\$5,795.00

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

City Clerk

Total Ext. Price \$5,795.00
Purchase Order Total **\$5,795.00**



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: BRACKMAN MOWER WAREHOUSE

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 8/1/23

THIS IS A REQUEST TO BID ON THE FOLLOWING EQUIPMENT.

1. TORO Z MASTER 200 48" 24.5 T-TWIN HDAC MOWER - QTY OF 1: \$ 5795.00

MOWER TO BE PICKED UP BY CEMETERY DEPT.

TOTAL BID PRICE

\$ 5795.00

PLEASE SIGN AND SUBMIT BID REQUEST WITH YOUR QUOTE TO

slondon@hattiesburgms.com by 8/4/23.

Vendor Signature: _____

Dale Brashner



Underwood Outdoor Power

5566 Old Hwy 42
HATTIESBURG, MS 39401
Main: 601-544-7424
Fax: 601-544-7439

Status : **Open**

Invoice # : **125514**

Type : **Major Unit Quote**

Date : **08/04/2023**

Contact ID : **10850**

City Of Hattiesburg Highland Cemetry
Bo Clark
PO Box 1898
3401 West 7th St.
HATTIESBURG, Mississippi 39401
UNITED STATES
601-270-8843 - Mobile

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	MSRP	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
N	2022	Exmark	EXMARK 48" RADIUS S (RAS6 51GKA48CA3) EXMARK 48" RADIUS S	ZERO TURN	412844384 (8443840323)	\$8,399.00	\$7,039.00	\$0.00	\$0.00	\$0.00

Invoice Notes

prices valid until 10/05/2023
Delivery when PO is delivered-unit in stock
Andy has viewed the mower we are quoting

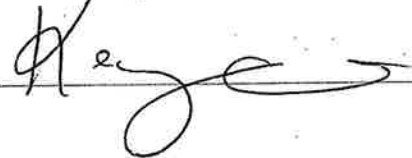
Totals		
Sub Total	+	\$7,039.00
*** Invoice Total	=	\$7,039.00
Amount Paid	-	\$0.00
*** Transaction Total	=	\$7,039.00
Balance Due =		\$7,039.00

Deposit Paid \$0.00

Tax Name
Exempt

Tax Amount
\$0.00

Signature



CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304494

ITEM: INSTALLATION FOR FOUR NEW HUNTER FANS

BID #1

WINNING BID

COMPANY BUCKHAULTS ELECTRIC SERIVCE

BID

AMOUNT \$8,000.00

BID #2

COMPANY DOLEAC ELECTRIC COMPANY INC

BID

AMOUNT \$13,990.00

BID #3

COMPANY _____

BID

AMOUNT _____

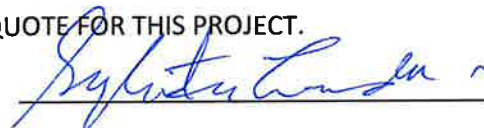
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02304494**

Purchase Order Date **08/07/2023**

Department **ENGINEERING**

FID 64-6000432

Vendor 2350
BUCKHAULTS ELECTRIC SERVICE
600 HARRISON ST
ELLISVILLE, MS 39437

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	RICHARD@BUCKHAULTZELECTRIC.COM	2350	2304182	Lakecia Buckhalter	

NOTES

2 QUOTE ELECTRICAL WORK - (BUCKHAULTS ELECTRIC)
PLEASE SEND THE INVOICE TO shensarling@hattiesburgms.com.....THANKS.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	ELECTRICAL WORK TO BE PERFORMED FOR THE FOUR NEW HUNTER INSTALLATION FOR THE OLD HATTIESBURG AMERICAN BUILDING. GL #: 086300 - 7295PR	1.0000	EACH	\$8,800.0000	\$8,800.00

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

Total Ext. Price \$8,800.00

Purchase Order Total \$8,800.00


City Clerk





doleac electric company, inc.

July 12, 2023

Mr. Shane Germany, AIA
Landry Lewis Germany Architects, p.a.
5211 Old Highway 11, Hattiesburg, MS 39402

RE: Hattiesburg Art Set
Ceiling Fan Installation

Doleac Electric Company, Inc. proposes to furnish all materials, labor, and supervision required to provide the following scope of work:

- Furnish and install (1) 120volt, 20amp circuit to each of the (4) Hunter Ceiling Fans from existing Square D Distribution Panel in Black Box Room.
- Furnish and install all conduit, boxes, fittings and conductors as necessary.
- Furnish and install all additional hardware required to mount the (4) Hunter Ceiling Fans; (2) to be mounted to main beam structure, (2) to be mounted utilizing Unistrut Supports spanned across existing bar joist.
- Furnish and install (1) each NEMA L5-15 Receptacle at each Fan Location for power connection.
- Furnish and install new circuit breakers as necessary in existing Square D Panelboard for operation of Fans.

Total Proposed Price: \$13,990.00

Please Note:

- Data/ Comm Connections to Controllers and or Fans are not included in this proposal.
- Fire Alarm System Connections to Controllers and or Fans are not included in this proposal.
- Work to be performed during normal working time hours Monday – Friday 7:00am – 3:30pm.
- This proposal shall remain valid for a period of 30 days from date of proposal.

Thank you for the opportunity to work with you on this project.

Submitted by:
DOLEAC ELECTRIC COMPANY, INC.
MISSISSIPPI CERTIFICATE OF RESPONSIBILITY NO 3826

Mark Doleac
Estimator

1120 finlo drive * p. o. box 1936 * hattiesburg, ms 39403 * (601) 544-2052 * fax (601) 582-4121
12503 dedeaux road * gulfport, ms 39503 * (228) 831-9777 * fax (228) 831-4003

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304507

ITEM: DEMO FOR J.C. KILLINGSWORTH

BID #1

WINNING BID

COMPANY WILLIAM JORDAN

BID

AMOUNT \$11,885.00

BID #2

COMPANY W & P LLC

BID

AMOUNT \$28,050.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Vendor 50102
WILLIAM JORDAN
903 COIT STREET
HATTIESBURG, MS 39401-1530

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02304507**
Purchase Order Date **08/08/2023**
Department **LAND DEVELOPMENT**
Required By **08/11/2023**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	WILLIAMJORDAN366@GMAIL.COM	50102	2304197	Ashley Moore	

NOTES

2 QUOTE FOR DEMO FOR J.C.KILLINGSWORTH
PLEASE EMAIL INVOICE TO AMOORE@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2 QUOTE FOR 303 JC KILLINGSWORTH GL #: 001180 - 601300	1.0000	EACH	\$11,885.0000	\$11,885.00

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

Total Ext. Price \$11,885.00

Purchase Order Total \$11,885.00


City Clerk



Quote: Urban Development

Homeowner: Urban Development
Date: 7/21/23
Address: J.C Killingsworth

W.J. SERVICES, LLC
 903 Coit Street
 Hattiesburg, MS 39401
 (601) 402-1836

	Job Description	Material	Labor
1	Install inly siding on missing section @ the right and upper edge	\$165.00	\$330.00
2	Install aluminum storm door to the front and rear back doors	\$525.00	\$400.00
3	Install whether stripping in doors		\$365.00
4	Secure pex water supply lines		\$375.00
5	Insulate hot water lines		\$265.00
6	Install new vinyl plank flooring with moisture barrier throughout home	\$2,945.00	\$3,500.00
7	Install smoke detectors		\$525.00
8	Install new led light fixture		\$225.00
9	Install stove vent hood and VTR	\$585.00	\$825.00
10	Install float switch for A/C unit	\$165.00	\$295.00
11	Repair water leak in kitchen		\$395.00
12			
13			
14			
15			
Note:		Total Material	\$4,385.00
		Total Labor	\$7,500.00
		Total Material & Labor	\$11,885.00

Thank you for your business!

Email:

This quotation is valid for 30 days from the date of delivery. Please note this is an estimate only.





W & P, LLC

6242 U S Highway 98 | Suite 60 | Hattiesburg, MS 39402
601.913.9796 | tpearson@wandpllc.com | www.wandpllc.com

RECIPIENT:

City of Hattiesburg

303 JC Killingsworth Drive
Hattiesburg, Mississippi 39401
Phone: 769-390-4710

Quote #7

Sent on Jul 21, 2023

Total \$28,050.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Labor	Hourly labor charge	1	\$12,675.00	\$12,675.00
Materials		1	\$15,375.00	\$15,375.00

Total

\$28,050.00

This quote is valid for the next 30 days, after which values may be subject to change.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304602

ITEM: YOUTH FB UNIFORM, JERSEY & PAD SET

BID #1

WINNING BID

COMPANY DARRELL BROWN

BID

AMOUNT \$10,733.75

BID #2

COMPANY MAJOR DRIP ATHLETICS

BID

AMOUNT \$11,250.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

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

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Purchase Order Number **02304602**

Purchase Order Date **08/14/2023**

Department **PARKS & REC ADMIN**

Required By **08/14/2023**

Vendor 50106
DARRELL BROWN
23 COX LANE
SANDY HOOK, MS 39478-9456

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		50106	2304304	Betsy Mercier	

NOTES

YOUTH FB UNIFORM; JERSEY&PAD SET FALL 2023/2QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2 QUOTE AWARDED JULY 10, 2023; YOUTH TACKLE FOOTBALL CUSTOM MATERIAL AND DESIGN JERSEY AND PANT WITH PADS; TOTAL COST INCLUDES RUSH FREIGHT FEES 185 JERSEY SIZES, NAME LIST, TEAM AND NUMBERS SENT VIA EMAIL BY BRANDON KEYS GL #: 002315 - 551000	1.0000	EACH	\$10,833.7500	\$10,833.75

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

Total Ext. Price \$10,833.75

Purchase Order Total **\$10,833.75**


City Clerk



Customer
City of Hattiesburg

Order Details
PDF created August 9, 2023
\$10,833.00

Order Due Date
August 9, 2023

Items	Quantity	Price	Amount
	182	\$45.00	\$8190.00
<i>HPR Football Uniforms Jersey and Pants with Pads</i>			
<i>Design Fee</i>	1	\$400.00	\$400.00
<i>Material Cost</i>	1	\$1,643.00	\$1,643.00
<i>Rush Order</i>	1	\$600.00	\$600.00
Subtotal			\$10,833.00
Sales Tax			Tax Exempt

Total Due

\$10,833.00



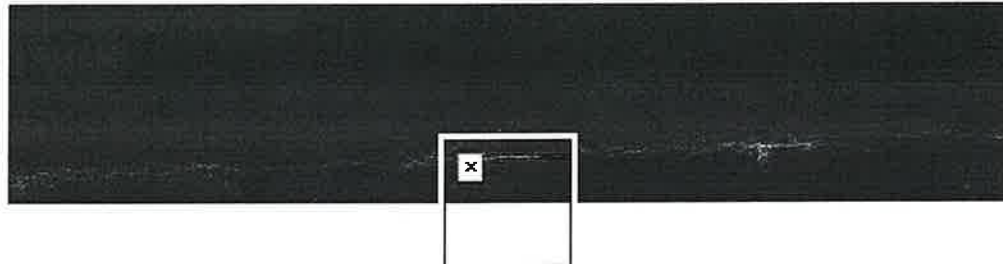
London, Sylvester

From: Brandon Keys <bkeys95@gmail.com>
Sent: Monday, July 10, 2023 1:29 PM
To: London, Sylvester
Subject: B3 Football Quote

Sent from my iPhone

Begin forwarded message:

From: B3 Sports Apparel <messenger@messaging.squareup.com>
Date: May 23, 2023 at 5:18:18 PM CDT
To: bkeys95@gmail.com
Subject: You received a new invoice (#46)
Reply-To: B3 Sports Apparel
<CAESQhloNTcxXzI5OTQ2YjAyLTU1NmEtNDA2OS04NTE5LTUyYTUxZDYwOTY4NB0LYzo1MzE4MTk3NDgi
CW1lc3NlbmdlcilgHOChyR+XwiqPCUzww4t1iw4DNwu0rEaV5iKdv+xjErQ=@reply2.squareup.com>



B3 Sports Apparel

New Invoice

\$10,833.75

Due on May 31, 2023

Pay Invoice

Invoice #46
May 23, 2023



Customer

Brandon Keys

bkeys95@gmail.com

769-390-6034

[Download Invoice PDF](#)**Invoice summary****\$10,125.00**

(\$45.00 ea.) x 225

*HPR Football Uniforms**Jersey and Pants with Pads***Subtotal****\$10,125.00****Sales Tax****\$708.75****Total Due****\$10,833.75****B3 Sports Apparel**

b3sportsapparel@gmail.com

601-467-3361

Please contact B3 Sports Apparel about its privacy practices.





MAJOR DRIP ATHLETICS

QUOTATION

July 05, 2023

Purchasing Division,
City of Hattiesburg,
Parks and Recreation, Youth Programs.

Dear Sir,

With regards to your organization's request for quote of youth football apparel for 225 players. We are pleased to quote you price for your requirement as follows:

PARTICULARS	SIZING AVAILABLE	UNIT PRICE (USD.)
Sublimated Football Uniform (i.e. jersey and pant without pads), as per approved mockup. - Team Name: Tigers - Team Colors: Purple, Gold, Black, Grey, White - Ages of participants: 5-12 - Numbers only. No names to be included on back of jersey.	Youth Sizes (YXXS to YXXL) and all Adult Sizes	50/- per uniform @ 225.00 = 11,250.00

- Price quoted is delivery price to single shipping address
- Lead time for this order will be within 4 weeks of received purchase order.
- All apparel mockups must be approved through email. Proposed designs are attached in email.
- This quotation is valid for 30 days from issuance date.

If you have any query, please contact us through email at: majordripathletics@gmail.com.
Looking forward to your response.

Regards,

Kiery Stribling
Owner

Contact: +1(607)-447-2125
Facebook/Instagram: /majordripathletics
Email: majordripathletics@gmail.com

City of Hattiesburg
Parks and Recreation, Youth Programs
Request for 2 Quote – Football Apparel

To: B3 Sports Apparel
Email: b3sportsapparel@gmail.com
Phone: 601-467-3361

Please read our quote instructions and follow details of this request carefully.
Quotes must be returned on or before the date and time indicated.

Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before the deadline for quote.

Questions should be directed to Brandon Keys, Youth Sports Programmer, bkeys@hattiesburgms.com and Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.

Payment terms are set by the State of Mississippi Purchasing Laws: Payment will be made within 45 days of receipt of invoice and signed by the approved department requesting the quote. Bids should be mailed, emailed or faxed to the attention below.

Mail: Purchasing Division PO BOX 1898 Hattiesburg, MS 39401

Fax: 601-545-6661

Email: TWOQUOTE@HATTIESBURGMS.COM

Email: slondon@hattiesburgms.com

Should you be unable to complete the bid or choose not intend to bid please inform us as soon as possible.

Bids are due no later than 5:00pm Friday July 7, 2023.

Specifications include:

Hattiesburg Parks and Recreation youth football apparel for a minimum of 120 players and a maximum of 225 players.

Vendor must guarantee delivery within 4 weeks of received purchase order.

Vendor must be able to provide all sizes for football jersey and pant; sizes YXS through YXXL or adult sizes upon request.

Quote should not include pads in football spandex pant.

Vendor must include proof of proposed design with quote. Quoted price cannot change when alternations are made to proposed uniform, this may include changes to text, font, or uniform color.

Vendors should note the following in their quote:

Team Name: "Tigers"

Team Colors: Purple, Gold, Black, Grey, White

Ages of participants: 5-12

Numbers only. No names to be included on back of jersey.

City of Hattiesburg
Parks and Recreation, Youth Programs
Request for 2 Quote – Football Apparel

To: Major Drip Athletics

Email: majordripathletics@gmail.com

Please read our quote instructions and follow details of this request carefully.
Quotes must be returned on or before the date and time indicated.

Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before the deadline for quote.

Questions should be directed to Brandon Keys, Youth Sports Programmer, bkeys@hattiesburgms.com and Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.

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Fax: 601-545-6661

Email: TWOQUOTE@HATTIESBURGMS.COM

Email: slondon@hattiesburgms.com

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Team Colors: Purple, Gold, Black, Grey, White

Ages of participants: 5-12

Numbers only. No names to be included on back of jersey.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304675

ITEM: CARPET REPLACEMENT FOR TRAIN DEPOT

BID #1

WINNING BID

COMPANY POWELL AND ASSOCIATES LLC (LOUIS POWELL)

BID

AMOUNT \$9,250.00

BID #2

COMPANY ANDERSON RETAIL INC

BID

AMOUNT \$10,093.33

BID #3

COMPANY _____

BID

AMOUNT _____

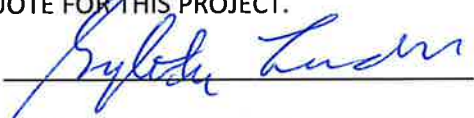
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02304675**
Purchase Order Date **08/18/2023**
Department **COMMUNITY CENTERS**

FID 64-6000432

Vendor 49470
LOUIS POWELL
103 RAY BRIDGE DRIVE
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		49470	2304382	Rebecca Acker	

NOTES

CARPET REPLACEMENT FOR TRAIN DEPOT /TWO QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CARPET REPLACEMENT GL #: 001093 - 739900	1.0000	EACH	\$9,250.0000	\$9,250.00

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

Total Ext. Price \$9,250.00

Purchase Order Total \$9,250.00

City Clerk

August 14, 2023

City of Hattiesburg
Train Depot
308 Newman Street
Hattiesburg, MS 39401

Attn: Rebecca Acker

Powell and Associates LLC
117 North Main Street # 205
Petal, MS 39465

Train Depot Community Room
Carpet Replacement

Carpet Replacement

- Removal of existing flooring
- Inspection of subfloor
- Minor repair of subfloor if needed (seal minor cracks)
- Standard preparation of subfloor for installation
- Furnish and installation of carpet tile squares
- Leave existing wood and trim
- No trim or shoe molding provided

Total Bid
\$9,250.00

Kind Regards,

Louis Powell Jr.
601-606-9588



ANDERSON RETAIL, INC.

dba Anderson Carpet One
Floor and Home

Member: Associated Builders and Contractors, Inc.
Mississippi Certificate of Responsibility #06096

11 Office Park Drive, Suite 40 Hattiesburg, MS 39402
Telephone (601) 584-4540 Fax (601) 584-4544

Email: mdearman@andersondesigncenter.com

PROPOSAL

To: CITY OF HBURG
REVISION

Date: 8/8/23

Attention: REBECCA
Fax #:

From: MATT DEARMAN
Office: 601-584-4517
Mobile: 601-283-0003

Project: CITY OF HBURG - TRAIN DEPOT COMMUNITY ROOM

Conditions of Proposal

Subfloor must be approved prior to floor covering installation. Anderson's preparation work to subfloor includes minor spot and crack patching only (unless otherwise noted in this proposal). This does not include leveling or skim coating, which is considered major. Unless a floor is set in a "mud bed" it is the contractor's responsibility to achieve the proper slope to floor drains. Major floor preparation will be negotiated based on the condition of the subfloor and the amount of work necessary to bring the subfloor into specification. Further explanation of these limitations will be provided upon request. Demolition and or removal of existing materials (if applicable) included only if noted in proposal. Ceramic tile does not include "backer board" unless otherwise noted.

Scope of Services

Description	Price
CARPET TILE: MATERIALS & INSTALLATION	\$10,093.33
TAKE UP EXISTING CARPET; STANDARD PREP; FURNISH & INSTALL NEW CARPET TILES; ****NO PRODUCT HAS BEEN SELECTED, ESTIMATED USING AN ALLOWANCE****	
****LEAVE EXISTING WOOD; NO NEW SHOEMOLDING OR TRIM INCLUDED****	
PRICING IS CURRENT /8/823	
Sales Tax, MPC or other fees	
Total for the sum of:	\$10,093.33
NOTE: The pricing for this proposal is based on the entire scope of services.	
Any separation of pricing in the scope of services is for the convenience of the addressee of this proposal only.	
Acceptance and awarding of any part of the scope of services for less than entire scope is subject to Anderson's approval.	
This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.	

MATT DEARMAN

Anderson Carpet One
Floor and Home

Approved By (Print and Sign)

Addenda or changes seen by Anderson:
Number of pages including this page:

none
1

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304716

ITEM: TWO VEHICLES FOR URBAN DEVELOPMENT

BID #1

WINNING BID

COMPANY WALT MASSEY CHEVROLET

BID

AMOUNT \$53,250.00

BID #2

COMPANY PETRO NISSAN

BID

AMOUNT \$64,203.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

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

Ship To 9999
MERCHANDISE WILL BE PICKED
UP

Purchase Order Number **02304716**

Purchase Order Date **08/23/2023**

Department **LAND DEVELOPMENT**

FID 64-6000432

Vendor 4576
WALT MASSEY CHEVROLET
1501 WEST PINE STREET
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	LOGANDUKETTE@WALTMASSEY.COM	4576	2304422	Ashley Moore	

NOTES

2 QUOTE- 2 VEHICLES FOR URBAN DEVELOPMENT

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2024 CHEVY EQUINOX VIN #S 3GNAXHEG0RL130811 GL #: 001180 - 742000	1.0000	EACH	\$26,965.0000	\$26,965.00
2	2024 CHEVY EQUINOX VIN # 3GNAXHEG0RL139069 GL #: 001180 - 742000	1.0000	EACH	\$26,430.0000	\$26,430.00

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

Total Ext. Price \$53,395.00

Purchase Order Total \$53,395.00

City Clerk

Vehicle #2: 2024 Chevrolet EQUINOX	VIN/Order #	MSRP	Stock #
	3GNAXHEG0RL139069	\$28,245.00	N/A
Additional Vehicle Information			
GM Marketing Information			H
Body Style: 1XP26-LS FWD PEG: 1LS-LS Model - 1.5L Primary Color: GXD-Sterling Gray Metallic Trim: HC8-Cloth, Medium Ash Gray Engine: LSD-Engine Gas, 4CYCL,L4,1.5L, Turbo Transmission: MNH-6 Speed Automatic Transmission Options: 1LS-LS Model - 1.5L 5CX-225/65R17 All Season Tires - V1 AKP-Solar Windshield Glass DLF-Mirrors L & R, Elec. Remote, Htd, Man. Fold FE9-Federal Emissions GXD-Sterling Gray Metallic HC8-Cloth, Medium Ash Gray IOR-Chevrolet Infotainment 3 K34-Electroinc Cruise Control LSD-Engine Gas, 4CYCL,L4,1.5L, Turbo MNH-6 Speed Automatic Transmission PDH-LPO, Interior Protection Package PED-Chevy Safety Assist Package PRF-3 Years of Onstar Remote Access			
		RZS-17 X 7.0, J, Aluminium Wheel TB4-Liftgate, Manual TQ5-Intelligent High Beam Control U2K-Sirius-XM Radio Receiver Installed UE4-Following Distance Indicator UEU-Forward Collison Alert UHX-Lane Keep Assist w/Lane Departure Warning UHY-Automatic Emergency Braking UKJ-Front Pedestrian Braking UZ6-Speaker System, Premium VAV-LPO, All Weather Floor Mats VLI-LPO: Cargo Mat WMY-2024 VIN Model Year	

(4)

25,995⁰⁰ sell price
 425⁰⁰ doc fee
 10⁰⁰ Ms. Title

 \$ 26,430.⁰⁰




 8/22/2023

ETA: 9-15

1 vehicle

1501 W. Pine Street
Hattiesburg, MS 39401
601-584-8451

11241 Old 63 South
Lucedale, MS 39452
601-947-3001



600 W. By Pass Hwy
Andalusia, AL 36420
334-222-4171

604 W. By Pass Hwy
Andalusia, AL 36420
334-222-4171

☒ NEW	☐ USED	☐ DEMONSTRATOR	☐ PROGRAM	DATE 08/17/2023
PURCHASER NAME CITY OF HATTIESBURG		RES. PHONE	BUS. PHONE (601) 325-5335	
ADDRESS		CITY HATTIESBURG	COUNTY FORREST	STATE & ZIP CODE MS 39401

PURCHASER HEREBY PURCHASES AND DEALER SELLS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN IN THE FOLLOWING:

STOCK NO HG39069	YEAR 2024	MAKE CHEVROLET	MODEL EQUINOX LS
SERIAL NO. 3GN AXHE G0 RL139069	CYL 4	COLOR GRAY	BODY SUV
MILEAGE 14	S.S. NO N/A	DOB	E-MAIL ADD

Purchaser hereby sells and transfers unto Dealer the used car described herein and warrants that he has absolute title thereto and that same is free from any liens or encumbrances except as disclosed herein provided. However, if there is any difference between the actual pay-off on the vehicle traded in and the balance as stated herein, then and in that event, Purchaser shall pay said difference within 24 hours. If Purchaser fails to pay said difference within 24 hours after demand, Dealer may, at its election declare this agreement null and void with no title passing to Purchaser and Purchaser agrees to return to Dealer immediately the vehicle sold to Purchaser. Purchaser understands it is ultimately Purchaser's responsibility to insure accuracy of said pay-off.
Purchaser certifies that Purchaser is 18 years of age or older.
Purchaser accepts delivery of the vehicle sold by the dealer as described herein and acknowledges that this vehicle has a FEDERAL PRICE LABEL on the vehicle pursuant to Public Law 85-506.

DISCLAIMER OF WARRANTY

The only warranties applying to this vehicle are those offered by the Manufacturer. The selling Dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the selling Dealer any consequential damages to property damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition to damage to the vehicle (if any) which may have been disclosed to the Buyer by separate instrument, Buyer understands that the vehicle purchased from Dealer may have suffered damage during production transit or while in the control and the possession of the Dealer. Buyer understands that there are no warranties of merchantability or fitness being made by the Dealer to the Buyer as to any repairs of such damages.
This vehicle may contain Dealer-installed equipment which was not produced by the manufacturer of the vehicle. Any warranties issued in connection with such equipment are those of the manufacturer of the equipment and not the Dealer or manufacturer of the vehicle.

CONTRACTUAL DISCLOSURE STATEMENT (USED CARS ONLY)

The information you see on the window term (Buyers Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale.

TRADE-IN INFORMATION		
MAKE N/A	YEAR N/A	MILES N/A
MODEL N/A	COLOR N/A	BODY N/A
VIN N/A		
BALANCE OWED TO N/A		
ADDRESS N/A		
CITY N/A	STATE N/A	ZIP N/A
ACCT # N/A		
PAYOFF GOOD UNTIL N/A		
QUOTED BY N/A	CHARGE PER DAY N/A	
SECOND TRADE-IN INFORMATION		
MAKE N/A	YEAR N/A	MILES N/A
MODEL N/A	COLOR N/A	BODY N/A
VIN N/A		
BALANCE OWED TO N/A		
ADDRESS N/A		
CITY N/A	STATE N/A	ZIP N/A
ACCT # N/A		
PAYOFF GOOD UNTIL N/A		
QUOTED BY N/A	CHARGE PER DAY N/A	

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED OTHERS IS NOT INCLUDED. NOTICE TO THE PURCHASER: Do not sign this order before you read it or if it contains any blank spaces. You are entitled to an exact copy of the order form you sign. PURCHASER ACKNOWLEDGES he has read and received a completed copy of this order comprising the entire agreement affecting the purchase and that this order is subject to Purchaser's satisfactory credit rating. You authorize an investigation of your credit and employment history.
This Buyers Order and the Arbitration Agreements. These documents comprise the complete and exclusive statement of the terms of the agreement relating to the sale of the motor vehicle. This instrument constitutes an offer to the purchaser to purchase the above described automobile from selling dealer. THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL SIGNED AND ACCEPTED BY SELLING DEALER AND/OR AUTHORIZED REPRESENTATIVE. INITIAL
If the purchase of the vehicle is being financed, Buyer understands that the sale is contingent upon obtaining approval of the financing agency. In the event that the vehicle has been delivered to the Buyer but financing is not obtained, Buyer agrees to immediately return the vehicle to the Dealer. BY SIGNING THIS ORDER, THE PURCHASER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTAND, AND AGREES TO BE BOUND BY THE ARBITRATION AGREEMENT INCLUDED OF REVERSE OF BUYERS ORDER.

INS. CO.		
POLICY#	EXPIRES	
AGENT		
ADDRESS		
CITY	STATE	ZIP
PHONE		
CONTACT PERSON		
COMPREHENSIVE DED.		COLLISION DED.

TRANSACTION	
SELLING PRICE	
OPTIONS	
M S R P	28245.00
DISCOUNT	-2250.00
N/A	N/A
N/A	N/A
SELLING PRICE	25995.00
TRADE ALLOWANCE	N/A
BALANCE	25995.00
DOCUMENTARY FEE	425.00
BALANCE	26420.00
SALES TAX (at 0.0 %)	N/A
TITLE	10.00
N/A	N/A
N/A	N/A
N/A	N/A
SUBTOTAL	26430.00
BALANCE OWED ON TRADE-IN	N/A
TOTAL	26430.00
N/A	N/A
N/A	N/A
N/A	N/A
GRAND TOTAL	26430.00
FACTORY INCENTIVE	0.00
CASH ON DELIVERY	N/A
AMOUNT FINANCED	

DANNY MOORMAN

SALESMAN

MANAGER'S SIGNATURE

DEALER OR HIS AUTHORIZED REPRESENTATIVE

08/17/2023
DATE
PURCHASER'S SIGNATURE
N/A
PURCHASER'S SIGNATURE
DATE



Vehicle Locator

Detail Report for Customer

WALT MASSEY CHEVROLET
1501 W PINE ST, HATTIESBURG, MS, 39401
601-584-8451

Customer/Company: CITY OF HATTIESBURG
Address: undefined

Sales Consultant:

①

Vehicle #1: 2024 Chevrolet EQUINOX	VIN/Order #	MSRP	Stock #
	3GNAXHEG0RL130811	\$28,780.00	N/A
Additional Vehicle Information			
GM Marketing Information			H

Body Style: 1XP26-LS FWD
PEG: 1LS-LS Model - 1.5L
Primary Color: GAZ-Summit White
Trim: HC8-Cloth, Medium Ash Gray
Engine: LSD-Engine Gas, 4CYCL,L4,1.5L, Turbo
Transmission: MNH-6 Speed Automatic Transmision

Options: 1LS-LS Model - 1.5L
5CX-225/65R17 All Season Tires - V1
AG1-Power Driver Seat 8-way with 2-way power lumbar
DLF-Mirrors L & R, Elec. Remote, Htd, Man. Fold
FE9-Federal Emissions
GAZ-Summit White
HC8-Cloth, Medium Ash Gray
IOR-Chevrolet Infotainment 3
K34-Electroinc Cruise Control
LSD-Engine Gas, 4CYCL,L4,1.5L, Turbo
MNH-6 Speed Automatic Transmission
PCR-LS Convenience Package
PED-Chevy Safety Assist Package

PRF-3 Years of Onstar Remote Access
RZS-17 X 7.0, J, Aluminium Wheel
TB4-Liftgate, Manual
TQ5-Intelligent High Beam Control
U2K-Sirius-XM Radio Receiver Installed
UE4-Following Distance Indicator
UEU-Forward Collision Alert
UHX-Lane Keep Assist w/Lane Departure Warning
UHY-Automatic Emergency Braking
UKJ-Front Pedestrian Braking
UZ6-Speaker System, Premium
WMY-2024 VIN Model Year

26,530.⁰⁰ sell price

425.⁰⁰ DOC Fee

10.⁰⁰ title

\$26,965.⁰⁰



Khiley

8/22/2023

1 vehicle

ETA: 9.15

1501 W. Pine Street
Hattiesburg, MS 39401
601-584-8451

11241 Old 63 South
Lucedale, MS 39452
601-947-3001



600 W. By Pass Hwy
Andalusia, AL 36420
334-222-4171

604 W. By Pass Hwy
Andalusia, AL 36420
334-222-4171

☒ NEW	☐ USED	☐ DEMONSTRATOR	☐ PROGRAM	DATE 08/17/2023
PURCHASER NAME	CITY OF HATTIESBURG	RES. PHONE	BUS. PHONE (601) 325-5335	
ADDRESS	CITY HATTIESBURG	COUNTY FORREST	STATE & ZIP CODE MS 39401	

PURCHASER HEREBY PURCHASES AND DEALER SELLS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN IN THE FOLLOWING:

STOCK NO HG48083	YEAR 2024	MAKE CHEVROLET	MODEL EQUINOX LS
SERIAL NO. 3GN AXHE G6 RL148083	CYL 4	COLOR SUMMIT WHITE	BODY SUV
MILEAGE 15	S.S. NO N/A	DOB	E-MAIL ADD

Purchaser hereby sells and transfers unto Dealer the used car described herein and warrants that he has absolute title thereto and that same is free from any liens or encumbrances except as disclosed herein provided. However, if there is any difference between the actual pay-off on the vehicle traded in and the balance as stated herein, then and in that event, Purchaser shall pay said difference within 24 hours. If Purchaser fails to pay said difference within 24 hours after demand, Dealer may, at its election declare this agreement null and void with no title passing to Purchaser and Purchaser agrees to return to Dealer immediately the vehicle sold to Purchaser. Purchaser understands it is ultimately Purchaser's responsibility to insure accuracy of said pay-off.

Purchaser certifies that Purchaser is 18 years of age or older.

Purchaser accepts delivery of the vehicle sold by the dealer as described herein and acknowledges that this vehicle has a FEDERAL PRICE LABEL on the vehicle pursuant to Public Law 85 506

DISCLAIMER OF WARRANTY

The only warranties applying to this vehicle are those offered by the Manufacturer. The selling Dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the selling Dealer any consequential damages to property damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition to damage to the vehicle (if any) which may have been disclosed to the Buyer by separate instrument, Buyer understands that the vehicle purchased from Dealer may have suffered damage during production, transit, or while in the control and the possession of the Dealer. Buyer understands that there are no warranties of merchantability or fitness being made by the Dealer to the Buyer as to any repairs of such damages.

This vehicle may contain Dealer-installed equipment which was not produced by the manufacturer of the vehicle. Any warranties issued in connection with such equipment are those of the manufacturer of the equipment and not the Dealer or manufacturer of the vehicle.

CONTRACTUAL DISCLOSURE STATEMENT (USED CARS ONLY)

The information you see on the window term (Buyers Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale.

TRADE-IN INFORMATION		
MAKE N/A	YEAR N/A	MILES N/A
MODEL N/A	COLOR N/A	BODY N/A
VIN N/A		
BALANCE OWED TO N/A		
ADDRESS N/A		
CITY N/A	STATE N/A	ZIP N/A
ACCT # N/A		
PAYOFF GOOD UNTIL N/A		
QUOTED BY N/A	CHARGE PER DAY N/A	
SECOND TRADE-IN INFORMATION		
MAKE N/A	YEAR N/A	MILES N/A
MODEL N/A	COLOR N/A	BODY N/A
VIN N/A		
BALANCE OWED TO N/A		
ADDRESS N/A		
CITY N/A	STATE N/A	ZIP N/A
ACCT # N/A		
PAYOFF GOOD UNTIL N/A		
QUOTED BY N/A	CHARGE PER DAY N/A	

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED OTHERS IS NOT INCLUDED. NOTICE TO THE PURCHASER: Do not sign this order before you read it or if it contains any blank spaces. You are entitled to an exact copy of the order form you sign. PURCHASER ACKNOWLEDGES he has read and received a completed copy of this order comprising the entire agreement affecting the purchase and that this order is subject to Purchaser's satisfactory credit rating. You authorize an investigation of your credit and employment history.

This Buyers Order and the Arbitration Agreements. These documents comprise the complete and exclusive statement of the terms of the agreement relating to the sale of the motor vehicle.

This instrument constitutes an offer the purchaser to purchase the above described automobile from selling dealer. THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL SIGNED AND ACCEPTED BY SELLING DEALER AND/OR AUTHORIZED REPRESENTATIVE. INITIAL

If the purchase of the vehicle is being financed, Buyer understands that the sale is contingent upon obtaining approval of the financing agency in the event that the vehicle has been delivered to the Buyer but financing is not obtained. Buyer agrees to immediately return the vehicle to the Dealer, BY SIGNING THIS ORDER, THE PURCHASER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTAND, AND AGREES TO BE BOUND BY THE ARBITRATION AGREEMENT INCLUDED OF REVERSE OF BUYERS ORDER.

INS.CO.		
POLICY#	EXPIRES	
AGENT		
ADDRESS		
CITY	STATE	ZIP
PHONE		
CONTACT PERSON		
COMPREHENSIVE DED.		COLLISION DED.

TRANSACTION	
SELLING PRICE	
OPTIONS	
MSRP	28780.00
DISCOUNT	-2250.00
N/A	N/A
N/A	N/A
SELLING PRICE	26530.00
TRADE ALLOWANCE	N/A
BALANCE	26530.00
DOCUMENTARY FEE	425.00
BALANCE	26955.00
SALES TAX (at 0.0 %)	N/A
TITLE	10.00
N/A	N/A
N/A	N/A
N/A	N/A
SUBTOTAL	26965.00
BALANCE OWED ON TRADE-IN	N/A
TOTAL	26965.00
N/A	N/A
N/A	N/A
N/A	N/A
GRAND TOTAL	26965.00
FACTORY INCENTIVE	0.00
CASH ON DELIVERY	N/A
AMOUNT FINANCED	

DANNY MOORMAN
SALESMAN

MANAGER'S SIGNATURE

DEALER OR HIS AUTHORIZED REPRESENTATIVE

PURCHASER'S SIGNATURE
N/A

PURCHASER'S SIGNATURE

08/17/2023

DATE

N/A

DATE

Petro Nissan

6248 Highway 98 West Hattiesburg, MS 39402
601.264.4411

Date 8/17/2023

Stock No. NPW421578

Salesperson Charles Mcgee Drew Brown

Source PetroNissan.com (Fuzionzone)

Home Phone (601) 554-1001

Business Phone (601) 545-1001

Cell Phone (601) 554-4675

Email TWOQUOTE@HATTIESBURGMS.COM

Purchaser(s) City Of Hattiesburg Hunter White

Address Post Office Box 1898 Hattiesburg MS 39403-1898

DESIRED VEHICLE

Yr. 2023 Make Nissan Model Rogue Trim SV Door Type

VIN JN8BT3BA8PW421578 Color Pearl White Mileage 13

PURCHASE PRICE	MSRP:	\$	32,005.00
TRADE ALLOWANCE			0.00
CASH DIFFERENCE			32,005.00
REBATE(S)			0.00
DOC. FEE			369.00
TAXES			Tax Exempt quote 0.00
LICENSE/TITLE			10.00
SUBTOTAL			32,384.00
PAYOFF			0.00
WARRANTY			0.00
CASH DOWN			0.00
AMT. TO FINANCE		\$	32,384.00

TRADE-IN

Yr. Make Model Trim Door Type

VIN Color Mileage

PAYMENT OPTIONS

LOAN

DOWN PAYMENT

TERM

____ mos. x _____
____ mos. x _____
____ mos. x _____
____ mos. x _____
____ mos. x _____

LEASE

DOWN PAYMENT

TERM

____ mos. x _____
____ mos. x _____
____ mos. x _____
____ mos. x _____
____ mos. x _____



2023 NISSAN ROGUE SV FWD



Scan QR code for general model information & options

Standard Equipment Included at No Extra Charge

MECHANICAL & PERFORMANCE
1.6L DOHC 12-Valve Turbocharged Engine
201 hp, 225 lb-ft torque
XTRONIC CVT
Front and Rear Disc Brakes
Drive Mode Selector

SAFETY & SECURITY
Nissan Advanced Air Bag System
Lower Anchors and Tethers for Children (LATCH)
Brake Assist
Rearview Monitor
Automatic Emergency Braking with Pedestrian Detection
Blind Spot Warning
Rear Cross Traffic Alert
Lane Departure Warning
High Beam Assist
Rear Automatic Braking
Blind Spot Intervention
Intelligent Forward Collision Warning

COMFORT & CONVENIENCE
Collapsible Automatic Temperature Control
Remote Engine Start System with Intelligent Climate Control
Rear Door Alert
ProPILOT Assist
Steering Assist
Intelligent Cruise Control with Full-Speed Range and Hold
Voice Recognition

AUDIO & INFOTAINMENT
NissanConnect Services powered by SiriusXM®
Apple CarPlay®
Android Auto™
SiriusXM® Radio
8" Color Touchscreen Display
Wireless Bluetooth®

*Does not include dealer installed options and accessories, local taxes or license fees. This label has been applied pursuant to federal law. Do not remove prior to delivery to the ultimate purchaser.

**Not actual Monroney Label. Provided for informational purposes only. Vehicle features, pricing and other information subject to change, may vary from actual vehicle content and/or Monroney label description. While Nissan makes reasonable efforts to ensure accuracy of information, Nissan is not responsible for changes, errors or omissions. See actual vehicle and/or verify information in question with your Nissan dealer.

EPA Fuel Economy and Environment DOT

Smog State: 0.09g/kwh 14 to 128 MPG
EPA Fuel Economy: 33 city 37 highway
3.0 gallons per 100 miles



You Save
\$1,250
in fuel costs
over 5 years
compared to the
average new vehicle.

Fuel Economy & Greenhouse Gas Rating

Annual fuel cost
\$1,350

Smog Rating: 6

Smog Rating: 6

fuel economy.gov

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
Driver ★★★★★
Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★★★★★
Front seat ★★★★★
Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars. ★★★★★ with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Security+Plus Extended Protection Plan
The only service agreement backed by
Nissan Extended Services North America.
Ask your dealer for details, or call 1-800-NISSAN-1
for more information.

This Vehicle qualifies for Nissan's

DELIVERY
VEHICLE COLORS:
EXT: PEARL WHITE TRI
INT: CHARCOAL

FINAL ASSEMBLY POINT:
LOS ANGELES
TRANSPORT METHOD:
TRUCK

DEALER:
PETRO NISSAN
8248 U.S. HIGHWAY 98
HATTIESBURG MS
39402

VIN: JN8BT3BA3PW421578
EPA: 50 STATE EMISSIONS
MDL: 3313-421578 OAB-G
OPT: G-892893303E9L92

20230616730227AS2959

Petro Nissan

6248 Highway 98 West Hattiesburg, MS 39402
601.264.4411

Date 8/17/2023

Stock No. NPC823258

Salesperson Charles McGee Drew Brown

Source PetroNissan.com (Fuzionzone)

Home Phone (601) 554-1001

Business Phone (601) 545-1001

Cell Phone (601) 554-4675

Email TWOQUOTE@HATTIESBURGMS.COM

Purchaser(s) City Of Hattiesburg

Address Post Office Box 1898 Hattiesburg MS 39403-1898

DESIRED VEHICLE

Yr. 2023 Make Nissan Model Rogue Trim SV Door Type _____

VIN 5N1BT3BA5PC823258 Color Super Black Mileage 23

PURCHASE PRICE	MSRP:	\$	31,440.00
TRADE ALLOWANCE			0.00
CASH DIFFERENCE			0.00
REBATE(S)			0.00
DOC. FEE			369.00
TAXES		Tax Exempt quote	0.00
LICENSE/TITLE			10.00
SUBTOTAL			31,819.00
PAYOFF			0.00
WARRANTY			0.00
CASH DOWN			0.00
AMT. TO FINANCE		\$	31,819.00

TRADE-IN

Yr. _____ Make _____ Model _____ Trim _____ Door Type _____

VIN _____ Color _____ Mileage _____

PAYMENT OPTIONS

LOAN

DOWN PAYMENT

TERM

____ mos. x _____
____ mos. x _____
____ mos. x _____
____ mos. x _____
____ mos. x _____

LEASE

DOWN PAYMENT

TERM

____ mos. x _____
____ mos. x _____
____ mos. x _____
____ mos. x _____
____ mos. x _____



2023 NISSAN ROGUE SV FWD



Scan QR code for general model information & options

Manufacturer's Suggested Retail Base Price: \$29,450.00

Options Included by Manufacturer:
Splash Guards (Set of 4), Black Floor Mats, 10-Speakers Cargo, Seatback Protector and First Aid Kit

220.00

435.00

DESTINATION CHARGES

1,335.00

Total: \$31,440.00

Standard Equipment Included at No Extra Charge

MECHANICAL & PERFORMANCE

• 5LDOHC 24-Valve Turbocharged Engine
201 hp, 225 lb-ft torque
XTRONIC CVT
Front and Rear Disc Brakes
Drive Mode Selector

SAFETY & SECURITY

Nissan Advanced Air Bag System
Lower Anchors and Tethers for Children (LATCH)
Brake Assist
RearView Monitor
Automatic Emergency Braking
with Pedestrian Detection
Blind Spot Warning
Rear Cross Traffic Alert
Lane Departure Warning
Intelligent Lane Intervention
High Beam Assist
Rear Automatic Braking
Blind Spot Intervention
Intelligent Forward Collision Warning

For more information, see dealer owner's manual or www.NissanUSA.com connect/legal

• • • • • Optional Equipment Replaces Standard Where Applicable

• • • • • Federal/State/Local laws may apply. Preview entire listing.

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• • • • • Federal/State/Local laws may apply. Preview entire listing.

EPA Fuel Economy and Environment DOT

Gasoline Vehicle

You save \$1,250 in fuel costs over 5 years compared to the average new vehicle.

Fuel Economy 33 MPG combined city/hwy

3.0 gallons per 100 miles

Annual fuel cost \$1,350

Fuel Economy & Greenhouse Gas Rating

Smog Rating

Parts Content Information for Vehicles in this Carline:

U.S./Canadian Parts Content: 25%

Major Sources of Foreign Parts Content: Japan: 45%

Note: Parts Content Does Not Include Final Assembly, Distribution, or Other Non-Parts Costs.

For this Vehicle: Final Assembly Point: Smyrna, TN, USA

Country of Origin: Engine: Japan

Transmission: Mexico

Government 5-Star Safety Ratings

Overall Vehicle Score

Based on the combined ratings of frontal, side and rollover

Should ONLY be compared to other vehicles of similar size and weight

Frontal Crash Driver Passenger

Side Crash Front seat Rear seat

Rollover

Based on the risk of rollover in a single-vehicle crash

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236

This Vehicle qualifies for Nissan's

Security+Plus Extended Protection Plan

The only service agreement backed by Nissan Extended Services North America!

Ask your dealer for details, or call 1-800-NISSAN-1 for more information

Does not include dealer installed options and accessories, local taxes or license fees. This label has been applied pursuant to federal law. Do not remove prior to delivery to the ultimate purchaser.

**Not actual Monroney Label. Provided for informational purposes only. Vehicle features, pricing and other information subject to change, may vary from actual vehicle content and/or Monroney label description. While Nissan makes reasonable efforts to ensure accuracy of information, Nissan is not responsible for changes, errors or omissions. See actual vehicle and/or verify information in question with your Nissan dealer.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2304717

ITEM: CAMERAS FOR PARKING GARAGE

BID #1

WINNING BID

COMPANY GILLILANDS ELECTRONICS SUPPLY CO

BID

AMOUNT \$12,370.00

BID #2

COMPANY PRO1 SECURITY & COMMUNICATION

BID

AMOUNT \$18,433.86

BID #3

COMPANY _____

BID

AMOUNT _____

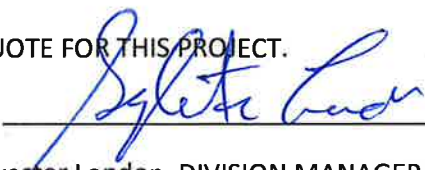
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

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

Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Purchase Order Number **02304717**

Purchase Order Date **08/23/2023**

Department **INFORMATION TECHNOLOGY**

FID 64-6000432

Vendor 2905
GILLILANDS ELECTRONICS SUPPLY CO
PO BOX 2052
HATTIESBURG, MS 39403-2052

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	gtsalarms@gmail.com	2905	2304424	Sherry Brown	

NOTES

TWO QUOTE - CAMERS FOR PARKING GARAGE - IT DEPT

Email invoice to sbrown@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	VITEK TRANSCENDENT 64 CHANNEL 8 MEGAPIXEL NVR WITH 4 K OUTPUT & DUAL ETHERNET PORTS GL #: 001091 - 636500 \$2,400.00	1.0000	EACH	\$2,400.0000	\$2,400.00
2	VITEK TRANSCENDENT 4 MEGAPIXEL FIXED IP WDR ACTIVE DETERRENCE TURRET CAMERA , INCLUDES CAT5E NETWORK CABLE GL #: 001091 - 636500 \$4,125.00	11.0000	EACH	\$375.0000	\$4,125.00
3	WALL MOUNT FOR TRANSCENDENT MOTORIZED DOMES AND TURRETS GL #: 001091 - 636500 \$330.00	11.0000	EACH	\$30.0000	\$330.00
4	NETGEAR 16-PORT GIGABIT ETHERNET POE+ UNMANAGED SWITCH WITH FLEXPOE GL #: 001091 - 636500 \$375.00	1.0000	EACH	\$375.0000	\$375.00
5	APC BATTERY BACKUP UNIT GL #: 001091 - 636500 \$195.00	1.0000	EACH	\$195.0000	\$195.00
6	UBIQUITI BUILDING TO BUILDING BRIDGE KIT GL #: 001091 - 636500 \$795.00	1.0000	EACH	\$795.0000	\$795.00
7	CONDUIT FROM ROOM TO END OF BUILDING FOR BRIDGE GL #: 001091 - 636500 \$350.00	1.0000	EACH	\$350.0000	\$350.00
8	LABOR - 3 MEN GL #: 001091 - 636500 \$3,800.00	1.0000	EACH	\$3,800.0000	\$3,800.00

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

Total Ext. Price \$12,370.00

Purchase Order Total **\$12,370.00**


City Clerk



QUOTE #52

SENT ON:

Aug 02, 2023

RECIPIENT:

City of Hattiesburg - IT Department

200 Forrest Street
Hattiesburg, Mississippi 39401

72 Industrial Drive
Hattiesburg, Mississippi 39401

Phone: 6015448812
Email: jared@gillms.com
Website: www.gillms.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Equipment Cost	Vitek Transcendent 64 Channel 8 MegaPixel NVR with 4K Output & Dual Ethernet Ports	1	\$2,400.00	\$2,400.00
Equipment Cost	Vitek Transcendent 4 MegaPixel Fixed IP WDR Active Deterrence Turret Camera Includes Cat5e Network Cable	11	\$375.00	\$4,125.00
Equipment Cost	Wall Mount for Transcendent Motorized Domes and Turrets	11	\$30.00	\$330.00
Equipment Cost	Netgear 16-Port Gigabit Ethernet PoE+ Unmanaged Switch with FlexPoE	1	\$375.00	\$375.00
Equipment Cost	APC Battery Backup Unit	1	\$195.00	\$195.00
Equipment Cost	Ubiquiti Building to Building Bridge Kit	1	\$795.00	\$795.00
Installation	Conduit From Room to End of Building for Bridge	1	\$350.00	\$350.00
Labor	Labor - 3 Men	1	\$3,800.00	\$3,800.00



Total

\$12,370.00

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ Date: _____

Pro 1
255 Mclemore Road
Hattiesburg, MS 39401
601-544-4504
pro1.billing@gmail.com



Quote

CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG MS 39403-1898

Date 8/21/2023

Quote # 2136

Description	Qty	Total
CCTV QUOTE PARKING GARAGE DOWNTOWN ATTENTION SYLVESTER LONDON slondon@hattiesburgms.com	1	0.00T
64 CHANNEL NVR 8MP	1	4,200.00T
4 MP TURRET CAMERA	11	4,389.00T
600VA BATTERY BACKUP	1	169.99T
HIKVISION CONDUIT BASE	11	384.89T
16 PORT GB POE SWITCH	1	299.99T
WIRELESS OUTDOOR 14DB AC867 BRIDGE KIT	1	489.99T
ELECTRICAL CONDUIT ETC	1	500.00T
HOURLY LABOR 3 MEN	32	8,000.00T
No Sales Tax (Recurring)		0.00

THIS BID IS GOOD FOR
30 DAYS

Total \$18,433.86



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, September 5, 2023
Re: Acknowledge the issuance of a corrected cemetery deed to Legend Walley, due to an incorrect description (as recorded in File 2023-533) .
File Number: 2023-593
Minute Book #

Summary

Corrected Deed:

For Baby Space# 75, for Legend Walley, the correct baby space # is 15, located on Lot 1, Section 3, at Highland Cemetery. Per attached corrected deed.

Recommendation Statement

I am recommending approval for corrected deed for Baby Space# 75, Correct baby space is # 15.

Please place this on the September 5, 2023 City Council meeting for consideration.

**(CORRECTED DEED)
DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

Baby Space #15

NOTARY PUBLIC

DEED TO CEMETERY LOT HIGHLAND CEMETERY



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 5, 2023

Re: Acknowledge receipt of forfeiture of (1) one 2014 Dodge Ram 1500 pickup and authorize said vehicle to be placed in the Hattiesburg Police Department inventory.
File Number: 2023-607
Minute Book #

Summary

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

THE CIRCUIT COURT OF FORREST COUNTY, MISSISSIPPI

FILED

STATE OF MISSISSIPPI

APR 25 2023

VERSUS

CAUSE NO. 23-314 H

JUSTIN LEE DAUPHIN

Shaw With
FORREST COUNTY CIRCUIT CLERK

DEFENDANT

ENTRY OF PLEA AND JUDGMENT OF COURT

THIS DAY INTO OPEN COURT came the District Attorney, who prosecutes for the State of Mississippi, and came also **JUSTIN LEE DAUPHIN**, personally and represented by counsel, Craig Rose, Esq., upon waiver of indictment and criminal information of the State of Mississippi charging said Defendant, in with the crime of POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO DELIVER (more than 10 dosage units, but less than 40 dosage units of Gamma Hydroxybutyric Acid, Schedule I), in violation of MISS. CODE ANN. § 41-29-139(b)(1)(C) (1972), as amended; and thereupon the said **JUSTIN LEE DAUPHIN**, being duly advised of all his/her legal and constitutional rights in the premises and being fully advised of the consequences of such plea, did then and there enter a plea of guilty to said charge, which this Court **FINDS** was voluntarily, intelligently and freely made.

THEREFORE, for said offense and on said plea of guilty, and **upon the recommendation of the State of Mississippi**, it is by the Court **ORDERED AND ADJUDGED** that the said **JUSTIN LEE DAUPHIN** be and he/she is hereby **ADJUDICATED GUILTY** of **POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO DELIVER**, and sentenced to a term of **THIRTY (30) YEARS** in the custody of Mississippi Department of Corrections; and to pay a fine in the amount of \$ 1500.00; a \$200.00 assessment to the Mississippi Crime Victim Compensation Program pursuant to MISS. CODE ANN. § 47-7-49 (1972), as amended; ~~restitution in the amount of \$250.00 to the Forrest County Public Defenders' Fund~~; \$200.00 restitution

11775

to the 12th Circuit Court Narcotics Enforcement Team; and all costs of court.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant be, and he/she is hereby ordered to pay \$_____ each month toward payment of fines, fees, restitution and costs beginning sixty (60) days after entry of this order assessed herein beginning and continuing each month thereafter until the financial obligation under this order are satisfied.

PROVIDED HOWEVER, it having been made known to the Court that the ends of justice and the best interest of the public and the Defendant will be best served, and upon the recommendation of the State, the Court **hereby suspends all of said sentence**, except time served, on post-release supervision pursuant to and in conformity with the post-release supervision set out and authorized in MISS. CODE ANN. § 47-7-34 (1972), as amended, for a period of **FIVE (5) YEARS** upon the following terms and conditions:

- a) Defendant shall hereafter commit no offense against the laws of this or any state of the United States, or of the United States;
- b) Avoid injurious or vicious habits;
- c) Avoid persons or places of disreputable or harmful character;
- d) Report to the Department of Corrections each month while on post release supervision;
- e) Pay required fee during each month of probation, by money order, to the Mississippi Department of Corrections;
- f) Permit the Field Supervisor or Probation Officer to visit him/her at home or elsewhere and allow his/her Probation Officer, Field Officer or any other law enforcement officer to conduct a search of his/her person, vehicle or premises where he/she is situated for the purpose of determining compliance with the terms and conditions of his/her Post-Release Supervised Probation;

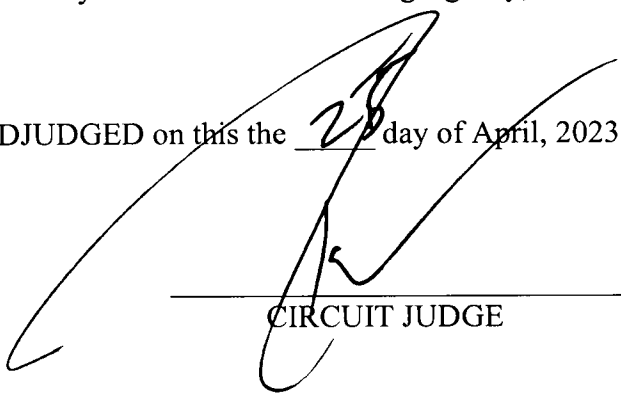
- g) Work faithfully at suitable employment so far as possible;
- h) Support his/her dependents;
- i) Possess or consume no alcoholic beverages or mood altering drugs, and possess no firearm or other deadly weapon;
- j) Submit, as provided in Miss. Code Ann. § 47-5-603 (1972), as amended, to any type of breath, saliva or urine chemical analysis test, the purpose of which is to detect the possible presence of alcohol or a substance prohibited or controlled by any law of the State of Mississippi or the United States, or to such other tests as may be required;
- k) Successfully complete either the Alcoholics/Narcotics Anonymous Meetings, the Pine Belt Mental Health Program, the ACTS Program, or any other program recommended by his/her Probation Officer, located in the area in which Defendant lives;
- l) Participate in any recognized program available and recommended by his/her Field Officer;
- m) Remain within his/her primary residence between the hours of 12:00 midnight and 6:00 a.m. unless required to do otherwise in connection with his/her employment, and with his/her Probation Officer's permission;
- n) Remain within the State of Mississippi unless authorized to leave on proper application therefor;
- o) Waive extradition to the State of Mississippi from any jurisdiction or outside the United States where Defendant may be found and also agree that Defendant will not contest any effort by any jurisdiction to be returned to the State of Mississippi;
- p) Perform _____ hours of Community Service under the direction of the Court, with all such community service being suspended upon Defendant's compliance with all other terms of this order;

- q) Complete or obtain his/her GED, if applicable; and
- r) Report to this Court as directed while on Post-Release Supervision.

The violation of any one of the above enumerated conditions shall violate the terms and conditions of the Defendant's probation, and the Court shall have the authority to revoke the Defendant from probation and remand him/her back into the custody of the Mississippi Department of Corrections to serve his/her entire sentence.

IT IS FURTHER ORDERED AND ADJUDGED that the 2014 Dodge Ram 1500 (VIN # 1C6RR6FT8ES134811), the Kahr K40 (#DB0842), and the \$2,100.00 in U.S. Currency, which was seized in this matter, are hereby forfeited to the seizing agency, the Hattiesburg Police Department.

SO ORDERED AND ADJUDGED on this the 25 day of April, 2023.



CIRCUIT JUDGE

/s James L. Lane, Jr. #101728
STATE OF MISSISSIPPI

Defendant Information:

SSN: 594-84-7934
DOB: 6/16/1989
SEX: M
RACE: W

I accept the above probation in accordance with the terms and conditions thereof, and I do hereby waive extradition to the State of Mississippi from any other jurisdiction in or out of the United States, and I will not contest any effort to return me to the State of Mississippi.

This the 25th day of April, 2023.



PROBATIONER

A copy of this order has been given to the Probationer who has been instructed regarding the same.

This the 25th day of April, 2023.



PROBATION OFFICER

I, _____, Clerk of the Circuit Court aforesaid, certify that the above and foregoing is recorded in Minute Book _____, at Page _____, of said Court.

This the _____ day of _____, 2023.

CIRCUIT CLERK

BY: DEPUTY CLERK

RESTITUTION

STATE OF MISSISSIPPI VS. JUSTIN LEE DAUPHIN
Cause No. _____

1. VICTIM: Mississippi Crime Victims Compensation Fund
ADDRESS: P.O. Box 220 AMOUNT: \$200.00
Jackson, MS 39205
PHONE: (601) 359-6766
 2. VICTIM: ~~Forrest County Public Defender Fund~~
ADDRESS: AMOUNT: \$ ~~250.00~~ ^{N/A}
PHONE: ~~Jeff~~
 3. VICTIM: 12th Circuit Court Narcotics Enforcement Team
ADDRESS: AMOUNT: \$ 200.00
PHONE:
 4. VICTIM:
ADDRESS: AMOUNT:
PHONE: _____
- TOTAL AMOUNT DUE: \$ 400.00



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

August 28, 2023

City of Hattiesburg Mayor and City Council

RE: Forfeiture of 2014 Dodge Ram 1500 to Hattiesburg Police Department

Our Police Department is requesting the addition of a forfeited 2014 Dodge Ram 1500 (VIN# 1C6RR6FT8ES134811) to the city inventory for use by department employees. The vehicle was forfeited to the department on 25 April, 2023 through the Forrest County Circuit Court Cause No: 23-314H and was previously the property of Justin Lee Dauphin.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hardy Sims", is written over the word "Sincerely,".

Hardy Sims
Assistant Chief of Police

PS/ep

(601) 545-4903

CRIME STOPPERS

HATTIESBURG POLICE DEPARTMENT
701 JAMES STREET • HATTIESBURG, MS 39401
(601) 582-STOP (582-7867)

FAX (601) 545-4952

CELLULAR * C.S.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, September 5, 2023
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
File Number: 2023-574
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 September 5, 2023 City Council meeting for consideration.

STARTER HOMES OF MISSISSIPPI

57 CARTER DRIVE

SEMINARY, MS. 39479

PHONE: (601) 408-7120

Date: August 15, 2023**BILL TO:**

PETRA WINGO

COMMUNITY DEVELOPMENT

P.O. BOX 1898

HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement

Labor & materials to complete repair

Project Site: 524 East 6th St.

<i>Description</i>	<i>QUANTITY</i>	<i>Price</i>	<i>Total</i>
Bundles of shingles	84	3444	3,444.00
Boxes of nail-over ridge	2	250	250.00
Boxes of drip edge	1	250	250.00
Synthetic Felt	2	168	168.00
1x10x12' decking	8	160	160.00
Nails for Felt & shingles	3	300	300.00
3/4" CDX for overhangs	16	640	640.00
Boots	3	200	200.00
2x6 Barge rafters	2	100	100.00
2x4x14'	4	50	50.00
Insurance		250	250.00
Paint		75	75.00
Labor		4536	4,536.00
Contractor Fee		3477	3,477.00
TOTAL:		14875	13,900.00

THANK YOU FOR YOUR BUSINESS!**TOTAL DUE:****\$13,900.00**

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: September 5, 2023

The following request for payment is being submitted for approval during the City Council's September 5, 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:	524 E 6 th Street
Amount Requested:	\$13,900.00
Purpose of Request:	Reimbursement



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, September 5, 2023
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2023-594
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval for the sale of grave spaces.

Please place this on the September 5, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Elaine Dykes

(1) Space \$ 175.00

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

Lot 12, Section 39, Highland Cemetery

Elaine Dykes

(2) Spaces \$ 350.00

Southeast Quarter (Se ¼)

Lot 12, Section 39, Highland Cemetery

Terald McNeil

(1) Space \$ 175.00

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

Lot 32, Section 39, Highland Cemetery

Johnny Lee Dickerson

(1) Space \$ 175.00

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

Lot 90, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Lisia Magee

(1) Space \$ 175.00

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

Lot 11, Section 30, Highland Cemetery

Willie G. Richardson

(1) Space \$ 175.00

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

Lot 13, Section 34, Highland Cemetery

Eartha Carter

(1) Space \$ 175.00

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

Lot 104, Section 39, Highland Cemetery

Eartha Carter

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 104, Section 39, Highland Cemetery

Harold Wayne Hurst

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 2, Section 39, Highland Cemetery

Harold Wayne Hurst

(4) Spaces \$ 700.00

East Half (E ½)

Lot 13, Section 39, Highland Cemetery

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

Hattiesburg, Miss., 8-11- 2023

SOLD TO:

Mr. Mrs. Miss EARTNA CARTER

ADDRESS 1112 SCOTT ST, HATTIESBURG, MS 3940

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

S 1/2 NE 1/4 Lot No. 104 Section No. 39 in HIGHLAND Cemetery

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

Price Received \$ 175.00 PAID-CASH CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker
Supt. of City Cemeteries

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

Hattiesburg, Miss., 8-11- 2023

SOLD TO:

Mr. Mrs. Miss EARTNA CARTER

ADDRESS 1112 SCOTT ST, HATTIESBURG, MS 39401

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

1/2 NW 1/4 Lot No. 104 Section No. 39 in HIGHLAND Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00 PAID-CASH CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker
Supt. of City Cemeteries

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

Hattiesburg, Miss., 08/15/ 2023

SOLD TO:

Mr. Mrs. Miss Willie G. Richardson

ADDRESS 901 N. 34th Ave, Hattiesburg, MS 39401

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

N 1/2 NE 1/4 Lot No. 13 Section No. 34 in Highland Cemetery

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

Price Received \$ 175.00 CITY OF HATTIESBURG, MISSISSIPPI

ck# 2398
(Forest Funeral Home)
By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08/10/ 2023

SOLD TO:

Mr. Mrs. Miss Lisa Magee

ADDRESS 2301 McInnis St. Hattiesburg, ms 39401

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

S 1/4 NE 1/4 Lot No. 11 Section No. 30 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., 08/18/ 2023

SOLD TO:

Mr. Mrs. Miss Harold Wayne Hurst

ADDRESS 2916 Williamsburg Rd, Hattiesburg, ms 39402

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

S 1/4 SE 1/4 Lot No. 2 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 Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08/18/ 2023

SOLD TO:

Mr. Mrs. Miss Harold Wayne Hurst

ADDRESS 2916 Williamsburg Rd, Hattiesburg, ms 39402

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

E 1/4 Lot No. 13 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.⁰⁰

Price Received \$ 700.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

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

Hattiesburg, Miss., 8-21 2023

SOLD TO:

Mr.. Mrs. Miss Terald MaNeil

ADDRESS 121 Meadow Park Lane Hattiesburg MS 39401

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

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 32 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 Tyler Averca
Supt. of City Cemeteries

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

Hattiesburg, Miss., 8-21 2023

SOLD TO:

Mr.. Mrs. Miss JOHNNY LEE DICKERSON

ADDRESS 120 PETTY RD. PETAL MS 39465

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

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 92 Section No. 34 in HIGHLAND Cemetery

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

Price Received \$ 175.00 CASH PAID

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Farber
Supt. of City Cemeteries

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

Hattiesburg, Miss., 8-23- 2023

SOLD TO:

Mr., Mrs. Miss ELAINE DYKES

ADDRESS 450 BEAVER LAKE RD, PURVIS, MS 39475

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

S 1/2 NE 1/4 Lot No. 12 Section No. 39 in HIGHLAND Cemetery

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

Price Received \$ 175.00 CASH/PAID CITY OF HATTIESBURG, MISSISSIPPI

By Chris Parker
Supt. of City Cemeteries

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

Hattiesburg, Miss., 8-23- 2023

SOLD TO:

Mr., Mrs. Miss ELAINE DYKES

ADDRESS 450 BEAVER LAKE RD, PURVIS, MS 39475

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

SE 1/4 Lot No. 12 Section No. 39 in HIGHLAND Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00 CASH/PAID CITY OF HATTIESBURG, MISSISSIPPI

By Chris Parker
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 Dykes, 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 (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot 12

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 5th day of September, 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 5th day of September, 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, Elaine Dykes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 12 Section Number 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 5th day September, 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 5th day of September, 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 Terald McNeil, 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 32

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 5th day of September, 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 5th day of September, 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 Lee Dickerson, 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 92

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 5th day of September, 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 5th day of September, 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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Harold Wayne Hurst, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 13 East Half (E½)
Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of September, 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 5th day of September 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 Harold Wayne Hurst, 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 (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)

Lot 2

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 5th day of September, 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 5th day of September, 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, Eartha Carter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 104 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 5th day September, 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 5th day of September, 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 Eartha Carter, 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 104

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 5th day of September, 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 5th day of September, 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 Willie G. Richardson, 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 13

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 5th day of September, 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 5th day of September, 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 Lisia Magee, 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 11

Section 30

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 5th day of September, 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 5th day of September, 2023.

+

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, September 5, 2023
Re: Approve claims docket for the period ending August 31, 2023.
File Number: 2023-602
Minute Book #

Summary

Recommendation Statement

Please place this on the September 5, 2023 City Council meeting for consideration.

08/30/2023 10:24
6050jthorne

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 34
apcsbdsb

FUND

DUE TO

DUE FR

001	General Fund		
002	PARKS & RECREATION FUND	636,556.76	
005	HATT. MUNICIPAL FIRE PROTECTION	96,153.04	
009	WATER & SEWER OPERATION/MAINT.	1,142.10	
019	POLICE FOREFEITURES FUND	988,587.21	
072	MUNICIPAL ROAD & BRIDGE	452.10	
073	MASS TRANSIT FUND	3,342.98	
077	COMMUNITY CENTERS' FUND	7,071.74	
079	COVID FISCAL RECOVERY FUNDS	10,732.63	
082	COMMUNITY DEVELOP. BLOCK GRANT	1,297,567.47	
086	SPEC SALES TAX-P&R/UNIV IMPROV	694.26	
087	INDUSTRIAL PARK DEVELOPMENT	89,115.41	
088	PUBLIC SAFETY/REC CONSTRUCTION	15,228.79	
801	CLAIMS FUND	2,309,372.39	
TOTAL		5,456,016.88	5,456,016.88

** END OF REPORT - Generated by Jacqueline Thorne **

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000											
001000	060100										BALANCE SHEET
											GAS/LUBRICANT-CITY BARN
049752	PIGOTT OIL COMPANY	320595	0	2023 11	INV P				2,863.34	083123	298638 GAS FOR FUEL STATIO
049752	PIGOTT OIL COMPANY	328034	2304599	2023 11	INV P				17,974.09	083123	298638 GAS/FUEL STATION TW
049752	PIGOTT OIL COMPANY	328277	2304689	2023 11	INV P				20,771.42	083123	298638 GAS & DIESEL/FUEL S
									41,608.85		
049764	GPM EMPIRE	INV 177642	2304259	2023 11	INV P				8,631.95	083123	298564 DIESEL FOR FUEL STA
049764	GPM EMPIRE	INV-171174	2303881	2023 11	INV P				8,891.87	083123	298564 DIESEL FOR FUEL STA
049764	GPM EMPIRE	INV-181131	2304596	2023 11	INV P				9,796.84	083123	298564 DIESEL/FUEL STATION
									27,320.66		
									ACCOUNT TOTAL		68,929.51
001000	115000										COLLECTION FEES
004271	SOUTHERN FINANCIAL S	CMCHAT 7/20-8/1/23	0	2023 11	INV P				19.60	083123	298663 POLICE FINE COLLECT
004271	SOUTHERN FINANCIAL S	CMCHAT2 7/20-8/1/23	0	2023 11	INV P				152.69	083123	298664 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT3 7/20-8/1/23	0	2023 11	INV P				320.08	083123	298665 POLICE FINES COLLEC
									492.37		
									ACCOUNT TOTAL		492.37
									ORG 001000 TOTAL		69,421.88
001001											REVENUES
001001	222100										BUILDING PERMIT/INSPECTION
049096	BEST CHOICE ROOFING	RFD 23-19303	0	2023 11	INV P				212.00	083123	298517 REFUND PERMIT-1712
									ACCOUNT TOTAL		212.00
001001	222600										ELECTRICAL INSPECTION
050168	BENCO LLC	RFD 23-19955	0	2023 11	INV P				50.00	083123	298516 REFUND PERMIT FOR 6
									ACCOUNT TOTAL		50.00
001001	287000										POLICE/FIRE-SPECIAL DUTY
050161	HONEYSUCKER, RONA	REFUND 8/5/23	0	2023 11	INV P				600.00	083123	298574 DEPOSIT REFUND-8/5/
									ACCOUNT TOTAL		600.00
									ORG 001001 TOTAL		862.00
001003											CITY COUNCIL
001003	535500										WEARING APPAREL
003216	J M H GRAPHICS	39348	2304484	2023 11	INV P				691.00	083123	298580 CITY COUNCIL SHIRTS
									ACCOUNT TOTAL		691.00
001003	606000										TELEPHONE AND TELEGRAPH

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	287273578351X080823	0			2023	11	INV P	79.62	083123	298512 MB#2016-287/WIRELES
ACCOUNT TOTAL									79.62		
001003	684000					DUES AND MEMBERSHIPS					
003204	INTL INSTITUTE OF MU	INVOICE 31037	0			2023	11	INV P	125.00	083123	298578 DEP CLERK OF COUNCI
003204	INTL INSTITUTE OF MU	INVOICE 32043	0			2023	11	INV P	225.00	083123	298578 CLERK OF COUNCIL II
									350.00		
ACCOUNT TOTAL									350.00		
ORG 001003 TOTAL									1,120.62		
001015						CITY COURT					
001015	500300					PAPER					
003810	OFFICE PRODUCTS PLUS	1011864-0			2302317	2023	11	INV P	1,496.70	083123	298627 COURT COPY PAPER
ACCOUNT TOTAL									1,496.70		
001015	500500					PRINTED FORMS					
003810	OFFICE PRODUCTS PLUS	1027976-0			2304519	2023	11	INV P	484.00	083123	298627 WINDOW ENVELOPES SE
ACCOUNT TOTAL									484.00		
001015	501000					OTHER EXPENDABLE OFF.SPL					
003810	OFFICE PRODUCTS PLUS	1027550-3			2304456	2023	11	INV P	23.22	083123	298627 UNV12113 MANILA FOL
003810	OFFICE PRODUCTS PLUS	1028773-0			2304629	2023	11	INV P	259.40	083123	298627 STORAGE BOXES
003810	OFFICE PRODUCTS PLUS	1029134-0			2304456	2023	11	INV P	20.10	083123	298627 UNV12113 MANILA FOL
003810	OFFICE PRODUCTS PLUS	1029728-0			2304722	2023	11	INV P	47.51	083123	298627 MXBRZ3F HEAVY DUTY
									350.23		
ACCOUNT TOTAL									350.23		
001015	502000					MINOR OFFICE EQUIP/FURN.					
049086	MISKELLY FURNITURE	0804322XR75			2304439	2023	11	INV P	599.99	083123	298608 H633-70 STARMORE BR
049086	MISKELLY FURNITURE	0804322XR75-1			2304439	2023	11	INV P	99.99	083123	298608 H633-70 STARMORE BR
									699.98		
ACCOUNT TOTAL									699.98		
001015	510000					CLEANING/JANITORIAL SPLY					
003810	OFFICE PRODUCTS PLUS	1029731-0			2304723	2023	11	INV P	206.58	083123	298627 MMM7232F CLEANING P
ACCOUNT TOTAL									206.58		
001015	604800					OTHER PROF.-VICTIM'S ADV.GRANT					
002564	COURT PROGRAMS INC	2023-07	0			2023	11	INV P	11,349.09	083123	298546 COURT BHC PINE BELT
002564	COURT PROGRAMS INC	5699267	0			2023	11	INV P	1,020.00	083123	298546 GR# 1H79TI081923-01

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR								
								12,369.09
								ACCOUNT TOTAL 12,369.09
001015 604901					OTHER PROF-TECHNOLOGY			
004057 RJ YOUNG COMPANY	INV6496799	0		2023 11	INV P	168.00 083123	298648	COURT RJ YOUNG COPI
					ACCOUNT TOTAL	168.00		
001015 606000					TELEPHONE AND TELEGRAPH			
002160 AT&T MOBILITY	287273578351X080823	0		2023 11	INV P	400.46 083123	298512	MB#2016-287/WIRELES
					ACCOUNT TOTAL	400.46		
001015 611800					TRVL-HHS SAMHSA GRANT			
003810 OFFICE PRODUCTS PLUS	1028774-0	2304631		2023 11	INV P	842.58 083123	298627	FILING CABINET
					ACCOUNT TOTAL	842.58		
001015 630500					ELECTRICITY			
003700 MS POWER COMPANY	E2023 8.23.23	0		2023 11	INV P	881.35 083123	298615	MS POWER VARIOUS DE
					ACCOUNT TOTAL	881.35		
					ORG 001015 TOTAL	17,898.97		
001020					MAYOR/ADMIN.			
001020 604900					OTHER PROFESSIONAL SERV.			
003420 LIGHTSEY & ASSOCIATE APPRASIAL		0		2023 11	INV P	800.00 083123	298598	GROUND LEASE ANALYS
					ACCOUNT TOTAL	800.00		
001020 606000					TELEPHONE AND TELEGRAPH			
002160 AT&T MOBILITY	287273578351X080823	0		2023 11	INV P	130.78 083123	298512	MB#2016-287/WIRELES
					ACCOUNT TOTAL	130.78		
001020 615200					ADVERTISING-SPEC. EVENTS			
049840 BURNETT DAVID LANE	011	2302919		2023 11	INV P	160.00 083123	298525	HWY 49 LIGHTING PRO
					ACCOUNT TOTAL	160.00		
001020 641000					OFFICE EQUIPMENT RENT			
003825 OWENS BUSINESS MACHI	473501	0		2023 11	INV P	187.00 083123	298628	ADMIN COPIER MNHTLY
003825 OWENS BUSINESS MACHI	473502	0		2023 11	INV P	42.08 083123	298628	ADMIN COPIER MNTHL
						229.08		
					ACCOUNT TOTAL	229.08		
001020 684500					REGISTRATION FEE/TUITION			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
003706	MS STATE UNIVERSITY	MUNICIPAL CLERK300	0	2023 11	INV	P	300.00	083123	298617	CERTIFIED MUNICIPAL	
049462	EXTENSION CENTER FOR KEATON	FALLGOVTCONF	0	2023 11	INV	P	175.00	083123	298554	REGISTRATION FOR FA	
ACCOUNT TOTAL							475.00				
ORG 001020 TOTAL							1,794.86				
001040		MUNICIPAL CLERK									
001040		615000	ADVERTISING								
003141	HUB CITY SPOKES	101925	0	2023 11	INV	P	58.56	083123	298576	PUBLICATIONS LEGAL	
003141	HUB CITY SPOKES	102215	0	2023 11	INV	P	196.52	083123	298576	PUBLICATION LEGAL N	
							255.08				
ACCOUNT TOTAL							255.08				
001040		684500	REGISTRATION FEE/TUITION								
049462	EXTENSION CENTER FOR 9900		0	2023 11	INV	P	300.00	083123	298554	REG FEE CERT MUN CL	
ACCOUNT TOTAL							300.00				
ORG 001040 TOTAL							555.08				
001045		PURCHASING DIV.									
001045		500300	PAPER								
004327	STANDARD OFFICE SUPP	H20296-00	2304720	2023 11	INV	P	263.75	083123	298672	OFFICE SUPPLIES/PUR	
ACCOUNT TOTAL							263.75				
001045		501000	OTHER EXPENDABLE OFF.SPL								
002383	C D W GOVERNMENT	LM47810	2304727	2023 11	INV	P	424.62	083123	298527	SCAN SNAP SCANNER	
ACCOUNT TOTAL							424.62				
001045		636500	OFFICE EQUIPMENT R&M								
002406	CANON FINANCIAL SERV	31073131	0	2023 11	INV	P	192.41	083123	298530	MB# 2018-145 COPIES	
002406	CANON FINANCIAL SERV	31073132	0	2023 11	INV	P	123.00	083123	298530	MB# 2018-145 COPIES	
							315.41				
ACCOUNT TOTAL							315.41				
ORG 001045 TOTAL							1,003.78				
001090		URBAN DEVELOPMT									
001090		508000	COMPUTER SUPPLIES								
002383	C D W GOVERNMENT	LJ63632	2304349	2023 11	INV	P	59.88	083123	298527	COMPUTER EQUIPMENT	
ACCOUNT TOTAL							59.88				
001090		606000	TELEPHONE AND TELEGRAPH								

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	287273578351X080823	0			2023	11	INV P	584.07	083123	298512 MB#2016-287/WIRELES
								ACCOUNT TOTAL	584.07		
						ORG 001090		TOTAL	643.95		
001091								INFO TECHNOLOGY			
001091	603500							DATA PROCESSING			
003583	METRIX SOLUTIONS	M96437	0			2023	11	INV P	1,503.84	083123	298605 CYLANCE QUARTERLY R
								ACCOUNT TOTAL	1,503.84		
001091	604900							OTHER PROFESSIONAL SERV.			
002158	AT&T	0598 8.8.23	0			2023	11	INV P	6,740.39	083123	298508 INTERACT SUPPORT -
								ACCOUNT TOTAL	6,740.39		
001091	606000							TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X080823	0			2023	11	INV P	115.74	083123	298512 MB#2016-287/WIRELES
								ACCOUNT TOTAL	115.74		
001091	606800							NETWORK			
002384	C SPIRE (MEGAGATE)	3000667134-24	0			2023	11	INV P	775.00	083123	298529 NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	683013-70	0			2023	11	INV P	8,375.21	083123	298529 NETWORK/INTERET - M
									9,150.21		
								ACCOUNT TOTAL	9,150.21		
001091	636500							OFFICE EQUIPMENT R&M			
003342	KRONOS INCORPORATED	12112082	0			2023	11	INV P	2,644.47	083123	298591 KRONOS RENEWAL - IT
								ACCOUNT TOTAL	2,644.47		
						ORG 001091		TOTAL	20,154.65		
001092								GEN.GOV'T.BLDG			
001092	510000							CLEANING/JANITORIAL SPLY			
003772	NEWELL PAPER COMPANY	4156050		2304601		2023	11	INV P	597.55	083123	298624 JANITORIAL SUPPLIES
								ACCOUNT TOTAL	597.55		
001092	513000							CHEMICALS			
002459	CHEM-AQUA	8351962	0			2023	11	INV P	625.00	083123	298535 WATER TRMT AUGUST 2
								ACCOUNT TOTAL	625.00		
001092	630500							ELECTRICITY			
003700	MS POWER COMPANY	e2023 8.11.2023	0			2023	11	INV P	644.97	083123	298613 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 8.23.23	0			2023	11	INV P	5,698.32	083123	298615 MS POWER VARIOUS DE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									6,343.29		
ACCOUNT TOTAL									6,343.29		
001092	644900				OTHER RENT						
002273	BLOOMS GARDEN SHOP	0000006242	0	2023	11	INV	P		192.60	083123	298518 2022 9/11 CEREMONY/
ACCOUNT TOTAL									192.60		
ORG 001092 TOTAL									7,758.44		
001093					INTERMODAL FAC O&M						
001093	560000				BUILDING MATERIALS & SPL						
004256	SOLAR SUPPLY INC	3469429	2304624	2023	11	INV	P		1,324.68	083123	298662 AIR FILTERS FOR TRA
ACCOUNT TOTAL									1,324.68		
001093	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2023 8.23.23	0	2023	11	INV	P		4,400.44	083123	298615 MS POWER VARIOUS DE
ACCOUNT TOTAL									4,400.44		
ORG 001093 TOTAL									5,725.12		
001095					G/G INS.OTH SER						
001095	602500				LEGAL						
002906	GLADDEN LAW OFFICE P	0313	0	2023	11	INV	P		2,827.50	083123	298563 PLANNING, ZONING, A
003090	HICKS LAW FIRM, LLC	11011	0	2023	11	INV	P		520.00	083123	298571 PLAAS INC VS COH
049330	PHELPS DUNBAR LLP	1316948	0	2023	11	INV	P		512.50	083123	298634 GENERAL ADVICE AND
ACCOUNT TOTAL									3,860.00		
001095	602701				MEDICAL ANALYSIS-EMP CLINIC						
003576	MEDICAL ANALYSIS-GHV	10950	0	2023	11	INV	P		31,724.06	083123	298604 4/23 EMPLOYEE CLINI
ACCOUNT TOTAL									31,724.06		
001095	604900				OTHER PROFESSIONAL SERV.						
003256	JOHNSON CONTROLS, IN	00073962021	229588	2023	11	INV	P		8,645.00	083123	298588 M & V SERVICES AND
004694	ZAC FAIRLEY APPRAISA	1134	0	2023	11	INV	P		1,200.00	083123	298700 WAIVER REPORTS/MIDT
049263	NOBLE MOTIVE INC	1858	0	2023	11	INV	P		684.00	083123	298625 YEARLY WEBSITE HOST
ACCOUNT TOTAL									10,529.00		
001095	606000				TELEPHONE AND TELEGRAPH						
002158	AT&T	L2023 8.13.23	0	2023	11	INV	P		200.90	083123	298509 AT&T BLUE LIGHTS 60
002158	AT&T	L2023-08.20	0	2023	11	INV	P		50.33	083123	298508 AT&T BLUE LIGHTS"LO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									251.23		
ACCOUNT TOTAL									251.23		
001095	627000				SURETY AND FORGERY BONDS						
003710	MS STATE/SECRETARY O	08.2023		0	2023	11	INV	P	100.00	083123	298622 NOTARY APPLICATIONS
004307	SOUTHGROUP (HATTIESB	235213		0	2023	11	INV	P	88.50	083123	298669 NOTARY BOND - JWALL
004307	SOUTHGROUP (HATTIESB	235216		0	2023	11	INV	P	88.50	083123	298669 NOTARY BOND RENEWAL
004307	SOUTHGROUP (HATTIESB	235285		0	2023	11	INV	P	88.50	083123	298669 NOTARY BOND - LBUCK
									265.50		
ACCOUNT TOTAL									365.50		
ORG 001095 TOTAL									46,729.79		
001096				FED PROG ADMIN							
001096	684500				REGISTRATION FEE/TUITION						
003706	MS STATE UNIVERSITY	DEQ-00000276DFA		0	2023	11	INV	P	150.00	083123	298619 LEAD RISK ASSESSOR
003706	MS STATE UNIVERSITY	DEQ-00000276TB		0	2023	11	INV	P	350.00	083123	298618 LEAD ABATEMENT CERT
003706	MS STATE UNIVERSITY	DEQ-00000276DFB		0	2023	11	INV	P	150.00	083123	298620 LEAD INSPECTION CER
									650.00		
ACCOUNT TOTAL									650.00		
ORG 001096 TOTAL									650.00		
001100				POLICE/PUB.SFTY							
001100	606000				TELEPHONE AND TELEGRAPH						
002158	AT&T	0563149329001 8/23		0	2023	11	INV	P	44.86	083123	298510 POLICE DISPATCH 8/2
002158	AT&T	0563152379001 8/23		0	2023	11	INV	P	89.72	083123	298511 LONG DISTANCE POLIC
									134.58		
002160	AT&T MOBILITY	287273578351X080823		0	2023	11	INV	P	935.80	083123	298512 MB#2016-287/WIRELES
ACCOUNT TOTAL									1,070.38		
001100	630500				ELECTRICITY						
003700	MS POWER COMPANY	e2023 8.11.2023		0	2023	11	INV	P	3,453.28	083123	298613 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 8.23.23		0	2023	11	INV	P	16,335.89	083123	298615 MS POWER VARIOUS DE
									19,789.17		
ACCOUNT TOTAL									19,789.17		
001100	639800				TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	12632		0	2023	11	INV	P	70.00	083123	298597 TOWING OF UNIT# 166
003389	LARRY'S WRECKER SERV	12633		0	2023	11	INV	P	70.00	083123	298597 TOWING OF UNIT#1664

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003389	LARRY'S WRECKER SERV	12660			0	2023 11	INV	P	70.00	083123	298597 TOWING OF UNIT#2113
									210.00		
									ACCOUNT TOTAL		210.00
						ORG 001100	TOTAL				21,069.55
001131											JOINT P&F TRNG.
001131	501000										OTHER EXPENDABLE OFF.SPL
003921	PINE BELT TROPHY	PBTA8/16/23			2304706	2023 11	INV	P	61.60	083123	298639 SPEAKER PLAQUE
									ACCOUNT TOTAL		61.60
001131	546600										HAZ.MAT SUPPLIES
004320	SPILL TACKLE LLC	10604			2304621	2023 11	INV	P	1,680.00	083123	298670 SPILL TACKLE LOOSE
									ACCOUNT TOTAL		1,680.00
001131	559000										OTHER OPERATING MATL/SPLY
002714	ECONOMY SUPPLY CO	105457			2304610	2023 11	INV	P	64.40	083123	298550 SCREWS/ANCHORS
									ACCOUNT TOTAL		64.40
001131	630500										ELECTRICITY
003700	MS POWER COMPANY	e2023 8.11.2023			0	2023 11	INV	P	1,993.11	083123	298613 MS POWER VARIOUS DE
									ACCOUNT TOTAL		1,993.11
001131	644900										OTHER RENT
004057	RJ YOUNG COMPANY	INV6488992			0	2023 11	INV	P	237.51	083123	298648 P/F TRAINING ACADEM
									ACCOUNT TOTAL		237.51
001131	6845FR										REGISTRATION-FIRE
004331	STATE FIRE ACADEMY	31079			0	2023 11	INV	P	1,309.38	083123	298673 DRIVER/OPERATOR CLA
									ACCOUNT TOTAL		1,309.38
						ORG 001131	TOTAL				5,346.00
001160											FIRE DIVISION
001160	510000										CLEANING/JANITORIAL SPLY
048909	BRADY COMPANIES, LLC	8253434			2304499	2023 11	INV	P	154.71	083123	298521 HFD JANITORIAL SUPP
									ACCOUNT TOTAL		154.71
001160	546200										MINOR FIRE FIGHTING EQUIP.
002733	EMERGENCY EQUIPMENT	392323			2301663	2023 11	INV	P	1,001.26	083123	298551 HFD EQUIPMENT LADDE
002733	EMERGENCY EQUIPMENT	485868			2301623	2023 11	INV	P	2,692.06	083123	298551 HFD LI UNIT #15064
									3,693.32		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										3,693.32	
001160	553500										
002733	EMERGENCY EQUIPMENT	392323			2301663	2023 11	INV	P	1,404.80	083123	298551 HFD EQUIPMENT LADDE
ACCOUNT TOTAL										1,404.80	
001160	570000										
002565	COURTESY MOTORS INC	313467			2300694	2023 11	INV	P	2,366.60	083123	298547 HFD UNIT #16965 COO
002733	EMERGENCY EQUIPMENT	485142			2304277	2023 11	INV	P	70.66	083123	298551 HFD ENGINE 7 UNIT #
002733	EMERGENCY EQUIPMENT	485819			2304641	2023 11	INV	P	156.77	083123	298551 HFD ENGINE 3 UNIT #
										227.43	
004297	SOUTHERN TIRE MART (	2520121821			2303007	2023 11	INV	P	1,521.40	083123	298668 P/F ACADEMY F550 UN
ACCOUNT TOTAL										4,115.43	
001160	599000										
002492	CLEMTS HARDWARE	130992			2304711	2023 11	INV	P	67.31	083123	298539 HFD STATION 9 REPAI
004297	SOUTHERN TIRE MART (	2520125909			2303843	2023 11	INV	P	638.72	083123	298668 HFD ENGINE 7 UNIT #
ACCOUNT TOTAL										706.03	
001160	606000										
002160	AT&T MOBILITY	287273578351X080823	0			2023 11	INV	P	59.32	083123	298512 MB#2016-287/WIRELES
ACCOUNT TOTAL										59.32	
001160	612000										
002733	EMERGENCY EQUIPMENT	485142			2304277	2023 11	INV	P	23.74	083123	298551 HFD ENGINE 7 UNIT #
002733	EMERGENCY EQUIPMENT	485819			2304641	2023 11	INV	P	25.00	083123	298551 HFD ENGINE 3 UNIT #
										48.74	
004465	TRUCKPRO LLC	039-0718025			2304680	2023 11	INV	P	91.93	083123	298683 HFD AIR COMPRESSOR
ACCOUNT TOTAL										140.67	
001160	630000										
004321	SPIRE	G2023 8.17.23	0	GAS		2023 11	INV	P	120.79	083123	298671 SPIRE VARIOUS DEPTS
004321	SPIRE	G2023 AUG 23	0			2023 11	INV	P	169.83	083123	298671 SPIRE-104 LAMAR BLV
										290.62	
ACCOUNT TOTAL										290.62	
001160	630500										
003700	MS POWER COMPANY	e2023 8.11.2023	0	ELECTRICITY		2023 11	INV	P	491.43	083123	298613 MS POWER VARIOUS DE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
003700	MS POWER COMPANY	E2023	8.23.23	0	2023	11	INV P	3,709.69	083123	298615	MS POWER VARIOUS DE
								4,201.12			
004282	SOUTHERN PINE ELECTR	e2023	8.16.23	0	2023	11	INV P	85.03	083123	298666	SOUTHERN PINE VARIO
004282	SOUTHERN PINE ELECTR	e2023	8.17.23	0	2023	11	INV P	53.77	083123	298666	SOUTHERN PINE VARIO
								138.80			
								ACCOUNT TOTAL		4,339.92	
001160	635000										
002714	ECONOMY SUPPLY CO	106204		2304745	2023	11	INV P	18.75	083123	298550	HFD STATION 9 REPAI
								ACCOUNT TOTAL		18.75	
001160	638200										
002802	FERGUSON ENTERPRISES	4997550		2304513	2023	11	INV P	297.86	083123	298558	HFD STATION 9 CONDE
004256	SOLAR SUPPLY INC	3469593		2304646	2023	11	INV P	101.28	083123	298662	HFD A/C FILTERS FOR
								ACCOUNT TOTAL		399.14	
001160	639000										
002535	COMSOUTH	204273		2303864	2023	11	INV P	1,860.00	083123	298543	HFD BATTERIES FOR A
								ACCOUNT TOTAL		1,860.00	
001160	639900										
004297	SOUTHERN TIRE MART (	2520127647		2304237	2023	11	INV P	620.00	083123	298668	HFD LADDER 1 UNIT #
								ACCOUNT TOTAL		620.00	
001160	643500										
002471	CINTAS CORPORATION #	4165194000		0	2023	11	INV P	30.03	083123	298537	HFD MECHANIC SHOP J
								ACCOUNT TOTAL		30.03	
001160	699900										
004297	SOUTHERN TIRE MART (	2520127647		2304237	2023	11	INV P	270.00	083123	298668	HFD LADDER 1 UNIT #
								ACCOUNT TOTAL		270.00	
								ORG 001160 TOTAL		18,102.74	
001180											
001180	535500										
003216	J M H GRAPHICS	39360		2304573	2023	11	INV P	979.00	083123	298579	EMPLOYEE APPAREL
								ACCOUNT TOTAL		979.00	
001180	570000										
								MTR VEHICLE REP. PTS/SPL			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
002035	AAMCO TRANSMISSION (	145958	2304585	2023 11	INV	P	145.00	083123	298500	VEHICLE REPAIR QUOT		
002060	ADVANCE AUTO PARTS	1679560	2304311	2023 11	INV	P	18.98	083123	298501	BRAKE LIGHTS FOR UN		
002060	ADVANCE AUTO PARTS	1679563	2304355	2023 11	INV	P	97.45	083123	298501	VEHICLE PARTS (UNIT		
002060	ADVANCE AUTO PARTS	1679573	2304434	2023 11	INV	P	90.62	083123	298501	VEHICLE PARTS (UNIT		
002060	ADVANCE AUTO PARTS	5604322730025	2304625	2023 11	INV	P	143.54	083123	298501	VEHICLE REPAIR (UNI		
							350.59					
003421	LIL TIRE SHOPPE (BR	1121586	0	2023 11	INV	P	1,452.44	083123	298599	A/C & BRAKE REPAIR		
004514	UNIVERSITY TIRE & SE	INV219693	2304312	2023 11	INV	P	46.95	083123	298687	UNIVERSITY TIRE SHO		
004514	UNIVERSITY TIRE & SE	INV220819	2304618	2023 11	INV	P	111.80	083123	298687	VEHICLE REPAIR (UNI		
							158.75					
048827	CARQUEST	14758-27838	2304255	2023 11	INV	P	252.04	083123	298531	CAR QUEST- LOCKING		
ACCOUNT TOTAL							2,358.82					
001180	601800	LOT CLEARING										
003718	MSP ENTERPRISES, LLC	082223-1	0	2023 11	INV	P	442.54	083123	298623	LOT CLEARING OF 215		
003718	MSP ENTERPRISES, LLC	082223-2	0	2023 11	INV	P	442.54	083123	298623	LOT CLEARING OF 213		
003718	MSP ENTERPRISES, LLC	082223-3	0	2023 11	INV	P	540.54	083123	298623	LOT CLEARING OF 509		
							1,425.62					
ACCOUNT TOTAL							1,425.62					
001180	606000	TELEPHONE AND TELEGRAPH										
002160	AT&T MOBILITY	287273578351X080823	0	2023 11	INV	P	702.92	083123	298512	MB#2016-287/WIRELES		
ACCOUNT TOTAL							702.92					
001180	611000	TRAVEL EXPENSE										
002556	CHARLES COPELAND	MACE 23	0	2023 11	INV	P	92.50	083123	298534	MILEAGE REIMBURSEME		
ACCOUNT TOTAL							92.50					
001180	638400	MOTOR VEHICLE EQ. R&M										
002035	AAMCO TRANSMISSION (	I145958	2304585	2023 11	INV	P	145.00	083123	298500	TRANSMISSION REPAIR		
ACCOUNT TOTAL							145.00					
001180	639800	TOW IN CHARGES										
003869	PEANUTS TOWING SERVI	103257	2304440	2023 11	INV	P	100.00	083123	298632	VEHICLE TOW- UNIT #		
ACCOUNT TOTAL							100.00					
001180	742000	PICK UP TRUCKS										
004576	WALT MASSEY CHEVROLE	1959899	2304716	2023 11	INV	P	26,965.00	083123	298692	2 QUOTE- 2 VEHICLES		
004576	WALT MASSEY CHEVROLE	1959899A	2304716	2023 11	INV	P	26,430.00	083123	298692	2 QUOTE- 2 VEHICLES		

YEAR/PERIOD: 2023/11 TO 2023/11		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
							53,395.00			
ACCOUNT TOTAL							53,395.00			
ORG 001180 TOTAL							59,198.86			
001191	TRAFFIC MAINT.									
001191	554000	TRAFFIC CONTROL EQ. SPLY.								
004256	SOLAR SUPPLY INC	3468766	2304465	2023	11	INV	P	19.58	083123	298662 SIGNAL SUPPLIES
ACCOUNT TOTAL							19.58			
001191	554500	TRAFFIC SIGNS								
004205	SIGNS FIRST	H-85242	2304551	2023	11	INV	P	35.67	083123	298658 STREET MARKERS
ACCOUNT TOTAL							35.67			
001191	570000	MTR VEHICLE REP. PTS/SPL								
003246	JERRY'S AUTOMOTIVE R	22574	2304358	2023	11	INV	P	227.70	083123	298585 AUTOMOBILE REPAIR
ACCOUNT TOTAL							227.70			
001191	606000	TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X080823	0	2023	11	INV	P	168.96	083123	298512 MB#2016-287/WIRELES
ACCOUNT TOTAL							168.96			
001191	630500	ELECTRICITY								
003700	MS POWER COMPANY	E2023 8.23.23	0	2023	11	INV	P	1,904.91	083123	298615 MS POWER VARIOUS DE
ACCOUNT TOTAL							1,904.91			
001191	643000	UNIFORM RENT								
002471	CINTAS CORPORATION # 4165191484	0	2023	11	INV	P	25.00	083123	298537 TRAFFIC UNIFORM	SC
002471	CINTAS CORPORATION # 4165895974	0	2023	11	INV	P	25.00	083123	298537 TRAFFIC UNIFORM	SC
							50.00			
ACCOUNT TOTAL							50.00			
001191	643500	MOP-MAT-RAG RENT								
002471	CINTAS CORPORATION # 4165191053	0	2023	11	INV	P	8.30	083123	298537 TRAFFIC MATS	SC/8
002471	CINTAS CORPORATION # 4165895633	0	2023	11	INV	P	8.30	083123	298537 TRAFFIC MATS	
							16.60			
ACCOUNT TOTAL							16.60			
ORG 001191 TOTAL							2,423.42			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001201											
001201	540500										
048917	MS CONCRETE PROF	0000092			0	2023	11	INV P	4,267.33	083123	298611 CONCRETE/MATERIALS/
									4,267.33		
001201	559000										
002083	ALLBRITTON CHAIN SAW	99649			2304703	2023	11	INV P	434.09	083123	298503 POLE SAW CHAIN AND
002795	FASTENAL COMPANY	MAHAT239252			2304248	2023	11	INV P	62.18	083123	298556 COMMERCIAL SLIT FE
002795	FASTENAL COMPANY	MSHAT238997			2303965	2023	11	INV P	203.84	083123	298556 SWINCHER ITEM 10070
									266.02		
002901	GILKEY ELECTRIC SUPP	375962			2302932	2023	11	INV P	46.83	083123	298561 FASTENERS FOR FUEL
002901	GILKEY ELECTRIC SUPP	37833			2302932	2023	11	INV P	25.17	083123	298561 FASTENERS FOR FUEL
									72.00		
004634	WHEELER'S JANITORIAL	15111			2304533	2023	11	INV P	437.45	083123	298696 PINE SOL LEMON PUBL
									1,209.56		
001201	570000										
002166	AUTO ARMATURE SERVIC	31873			2304694	2023	11	INV P	179.95	083123	298513 BATTERY/UNIT 21722
002739	EMPIRE TRUCK SALES	RE006038308:01			2304577	2023	11	INV P	16,289.85	083123	298553 UNIT 19755 TEAR DOW
048827	CARQUEST	14758-26846			2303876	2023	11	INV P	111.62	083123	298531 UNIT 21880 STREET G
048827	CARQUEST	14758-27902			2304294	2023	11	INV P	70.59	083123	298531 UNIT 17018 TRAILER
048827	CARQUEST	14758-28217			2304406	2023	11	INV P	166.08	083123	298531 UNIT 16237 BRAKE FL
048827	CARQUEST	14758-28218			2304407	2023	11	INV P	18.29	083123	298531 UNIT 17017 TURN SIG
048827	CARQUEST	14758-28266			2304427	2023	11	INV P	42.96	083123	298531 UNIT 20373 U JOINT
048827	CARQUEST	14758-28382			2304459	2023	11	INV P	181.28	083123	298531 UNIT 15962 BRK CAL
048827	CARQUEST	14758-28384			2304449	2023	11	INV P	153.23	083123	298531 UNIT 20053 BLOWER M
048827	CARQUEST	14758-28719			2304622	2023	11	INV P	49.17	083123	298531 UNIT 20053 BLOWER R
									793.22		
									17,263.02		
001201	575500										
002577	CRAIN TRACTOR & EQUI	R082198			2304064	2023	11	INV P	2,443.46	083123	298548 PARTS/UNIT #16723
003219	JACK FERRILL'S HEAVY	143577-01			2304415	2023	11	INV P	2,200.00	083123	298581 PART UNIT #10584
003986	PUCKETT MACHINERY CO	P05C5774667			2304702	2023	11	INV P	6.71	083123	298643 KEY/UNIT 18350
004467	TRUCKWORX-JACKSON	0530655181			2304633	2023	11	INV P	312.45	083123	298684 VALVE CONTROL MV3
									4,962.62		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001201	604900										
048676	PROCARE LANDS	17	0		2023	11	INV	P	6,000.00	083123	298642 WEEKLY MAINTENANCE
048836	PAYTON, RAY A.	10507	0		2023	11	INV	P	2,000.00	083123	298631 WEEKLY MAINTENANCE
048917	MS CONCRETE PROF	0000090	0		2023	11	INV	P	6,500.00	083123	298611 FORM/POUR DRAIN LIF
048966	MARTINEZ DAVID J	117	0		2023	11	INV	P	8,000.00	083123	298601 WEEKLY MAINTANCE E
									ACCOUNT TOTAL	22,500.00	
001201	612000										
003219	JACK FERRILL'S HEAVY	143577-01	2304415		2023	11	INV	P	150.00	083123	298581 PART UNIT #10584
004467	TRUCKWORX-JACKSON	0530655181	2304633		2023	11	INV	P	23.60	083123	298684 VALVE CONTROL MV3
050164	TRP PARTS OF SANDERS	2030204909	0		2023	11	INV	P	20.00	083123	298682 FREIGHT ON RESTOCK
									ACCOUNT TOTAL	193.60	
001201	638400										
002035	AAMCO TRANSMISSION (	I145979	2304552		2023	11	INV	P	730.38	083123	298500 REPAIRS UNIT #20050
004297	SOUTHERN TIRE MART (	2560148225	2304225		2023	11	INV	P	175.00	083123	298668 FRONT END ALIGNMENT
004597	WATERS INTERNATIONAL	08S832458	2304667		2023	11	INV	P	1,027.22	083123	298695 REPAIR/UNIT 16607
									ACCOUNT TOTAL	1,932.60	
001201	739900										
003987	PUCKETT RENTS	983069-0001	2304398		2023	11	INV	P	68,100.89	083123	298644 TWO - QUOTE COMPACT
									ACCOUNT TOTAL	68,100.89	
									ORG 001201 TOTAL	120,429.62	
001202											
001202	630500										
003700	MS POWER COMPANY	e2023 8.11.2023	0		2023	11	INV	P	2,352.85	083123	298613 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 8.15.23	0		2023	11	INV	P	108.40	083123	298612 MS POWER 2102 W PIN
003700	MS POWER COMPANY	e2023 8.18.23	0		2023	11	INV	P	62.41	083123	298614 MS POWER 923 E 8TH
003700	MS POWER COMPANY	E2023 8.23.23	0		2023	11	INV	P	102,097.97	083123	298615 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023-8/23/23B	0		2023	11	INV	P	161.01	083123	298616 MISSISSIPPI POWER E
									104,782.64		
003873	PEARL RIVER VALLEY E	2023 8.21.23	0		2023	11	INV	P	1,297.47	083123	298633 PEARL RIVER VALLEY
004282	SOUTHERN PINE ELECTR	e2023 8.16.23	0		2023	11	INV	P	88.43	083123	298666 SOUTHERN PINE VARIO
									ACCOUNT TOTAL	106,168.54	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
				ORG 001202	TOTAL			106,168.54			
				ENGR/PUBLIC SER							
001203				WEARING APPAREL							
001203	535500			2303845	2023	11	INV	P	250.00	083123	298579 EMPLOYEE SHIRTS
003216	J M H GRAPHICS	38880						ACCOUNT TOTAL 250.00			
				OTHER PROFESSIONAL SERV.							
001203	604900			2303845	2023	11	INV	P	256.00	083123	298579 EMPLOYEE SHIRTS
003216	J M H GRAPHICS	38880						ACCOUNT TOTAL 256.00			
				TELEPHONE AND TELEGRAPH							
001203	606000				2023	11	INV	P	136.78	083123	298512 MB#2016-287/WIRELES
002160	AT&T MOBILITY	287273578351X080823	0					ACCOUNT TOTAL 136.78			
				TRAVEL EXPENSE							
001203	611000				2023	11	INV	P	32.58	083123	298570 TRAVEL REIMB. TO SA
049845	HEMA GOPALAN	082423	0					ACCOUNT TOTAL 32.58			
				ELECTRICITY							
001203	630500				2023	11	INV	P	1,027.86	083123	298615 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 8.23.23	0					ACCOUNT TOTAL 1,027.86			
				OFFICE EQUIPMENT RENT							
001203	641000				2023	11	INV	P	391.71	083123	298648 MB 2019-60 CPC COLO
004057	RJ YOUNG COMPANY	INV6488576	0		2023	11	INV	P	262.00	083123	298648 MB 2012-60 CPC COLO
004057	RJ YOUNG COMPANY	INV6498368	0					653.71			
				ACCOUNT TOTAL 653.71							
				SERVICES NOT SPECIFIED							
001203	699900				2023	11	INV	P	4,365.00	083123	298657 MB 2012-1/34 GENERA
004197	SHOWS DEARMAN & WAIT	23641	0					ACCOUNT TOTAL 4,365.00			
				ORG 001203	TOTAL			6,721.93			
				SHOP DIVISION							
001204				OTHER OPERATING MATL/SPLY							
001204	559000			2304627	2023	11	INV	P	51.28	083123	298531 MATERIAL FOR PW SHO
048827	CARQUEST	14758-28731						ACCOUNT TOTAL 51.28			
				BUILDING MATERIALS & SPLY							
001204	560000				2023	11	INV	P	91.80	083123	298550 BUILDING MATERIAL F
002714	ECONOMY SUPPLY CO	105696		2304654							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											91.80		
001204	560500			ELECTRICAL SUPPLIES									
002101	AMERICAN APPLIANCE &	22832		2304453	2023 11	INV	P	629.76	083123		298506	FAN MOTOR FOR PW ME	
ACCOUNT TOTAL											629.76		
001204	570000			MTR VEHICLE REP. PTS/SPL									
048827	CARQUEST	14758-28382		2304459	2023 11	INV	P	139.29	083123		298531	UNIT 15962 BRK CAL	
ACCOUNT TOTAL											139.29		
001204	577000			EXPENDABLE WELDING SPLY.									
002071	AIRGAS USA LLC (NORD	9141289854		2304356	2023 11	INV	P	178.50	083123		298502	SHOP HELMET WELDING	
ACCOUNT TOTAL											178.50		
001204	630500			ELECTRICITY									
003700	MS POWER COMPANY	e2023 8.11.2023		0	2023 11	INV	P	1,899.40	083123		298613	MS POWER VARIOUS DE	
ACCOUNT TOTAL											1,899.40		
001204	643000			UNIFORM RENT									
002471	CINTAS CORPORATION #	4165191339		0	2023 11	INV	P	65.36	083123		298536	UNIFORM RENTAL/PW S	
002471	CINTAS CORPORATION #	4165895969		0	2023 11	INV	P	64.29	083123		298536	UNIFORM RENTAL/PW S	
											129.65		
ACCOUNT TOTAL											129.65		
ORG 001204 TOTAL											3,119.68		
001205	G O & F S DIV.												
001205	606000			TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351X080823		0	2023 11	INV	P	98.55	083123		298512	MB#2016-287/WIRELES	
ACCOUNT TOTAL											98.55		
001205	630500			ELECTRICITY									
003700	MS POWER COMPANY	E2023 8.23.23		0	2023 11	INV	P	74.44	083123		298615	MS POWER VARIOUS DE	
ACCOUNT TOTAL											74.44		
ORG 001205 TOTAL											172.99		
001206	DRAINAGE DIV.												
001206	570000			MTR VEHICLE REP. PTS/SPL									
002367	BURROUGHS DIESEL INC	813131		2304708	2023 11	INV	P	247.01	083123		298526	PARKING BREAK VALVE	
002739	EMPIRE TRUCK SALES	CE006214070:01		2304714	2023 11	INV	P	336.63	083123		298553	UNIT 20089 HARN-HVA	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
							ACCOUNT TOTAL		583.64				
001206	729500						OTHER IMPROVEMENTS						
004197	SHOWS DEARMAN & WAIT	23642	0	2023	11	INV	P	6,405.00	083123		298657	MB 2012-1/34 FORRES	
							ACCOUNT TOTAL		6,405.00				
							ORG 001206 TOTAL		6,988.64				
001207	CONSTRUCTION												
001207	559000						OTHER OPERATING MATL/SPLY						
002714	ECONOMY SUPPLY CO	106395	2304802	2023	11	INV	P	196.25	083123		298550	MATERIAL TO REPAIR	
002714	ECONOMY SUPPLY CO	106626	2304806	2023	11	INV	P	27.35	083123		298550	SUPPLIES FOR CARPEN	
									223.60				
							ACCOUNT TOTAL		223.60				
001207	560500						ELECTRICAL SUPPLIES						
002714	ECONOMY SUPPLY CO	106395	2304802	2023	11	INV	P	6.95	083123		298550	MATERIAL TO REPAIR	
002883	GARNER LUMLEY ELECTR	602808	2304688	2023	11	INV	P	97.78	083123		298560	MATERIAL FOR CONCES	
004256	SOLAR SUPPLY INC	3469837	2304628	2023	11	INV	P	42.76	083123		298662	MATERIAL FOR ELECTR	
004676	WINTERGREEN CORPORAT	7718289	2304652	2023	11	INV	P	3,986.86	083123		298697	CHRISTMAS LIGHTS FO	
							ACCOUNT TOTAL		4,134.35				
001207	570000						MTR VEHICLE REP. PTS/SPL						
004514	UNIVERSITY TIRE & SE	INV221258	2304692	2023	11	INV	P	114.02	083123		298687	TIRE FOR UNIT#11947	
							ACCOUNT TOTAL		114.02				
001207	604900						OTHER PROFESSIONAL SERV.						
002523	COMCAST CABLEVISION	08182023	0	2023	11	INV	P	146.40	083123		298542	COMCAST 08.22.23-09	
002905	GILLILANDS ELECTRONI	12120	0	2023	11	INV	P	90.00	083123		298562	COMMERCIAL CCTV SER	
							ACCOUNT TOTAL		236.40				
001207	612000						FREIGHT						
004676	WINTERGREEN CORPORAT	7718289	2304652	2023	11	INV	P	365.41	083123		298697	CHRISTMAS LIGHTS FO	
							ACCOUNT TOTAL		365.41				
001207	638400						MOTOR VEHICLE EQ. R&M						
002035	AAMCO TRANSMISSION (	I145998	2304690	2023	11	INV	P	2,191.10	083123		298500	REPAIR FOR UNIT#186	
004576	WALT MASSEY CHEVROLE	R0430446	2304515	2023	11	INV	P	343.59	083123		298692	PROGRAM KEY FOR UNI	
							ACCOUNT TOTAL		2,534.69				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001207	643000										
											UNIFORM RENT
002471	CINTAS CORPORATION # 4165191126		0	2023 11	INV P				76.26	083123	298536 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION # 4165895757		0	2023 11	INV P				33.36	083123	298537 UNIFORM RENTAL/CONS
									109.62		
ACCOUNT TOTAL									109.62		
ORG 001207 TOTAL									7,718.09		
001220	559000										SANITATION DIV.
											OTHER OPERATING MATL/SPLY
004327	STANDARD OFFICE SUPP H20180-00		2304672	2023 11	INV P				191.58	083123	298672 SANITATION OFFICE S
004327	STANDARD OFFICE SUPP H20188-00		2304672	2023 11	INV P				144.47	083123	298672 SANITATION OFFICE S
									336.05		
ACCOUNT TOTAL									336.05		
001220	559001										OTHER OPERATING SPLY-RECYCLING
002795	FASTENAL COMPANY MSHAT239400		2304339	2023 11	INV P				445.40	083123	298556 SAFETY SUITS/BOOTS
ACCOUNT TOTAL									445.40		
001220	560500										ELECTRICAL SUPPLIES
002523	COMCAST CABLEVISION 08222023		0	2023 11	INV P				3.12	083123	298542 COMCAST SANITATION/
047021	HINTON, ANTHONY 000264		2304695	2023 11	INV P				550.00	083123	298572 UNIT 19887 DIAGNOST
ACCOUNT TOTAL									553.12		
001220	570000										MTR VEHICLE REP. PTS/SPL
002035	AAMCO TRANSMISSION (I145346		2300394	2023 11	INV P				4,205.20	083123	298500 UNIT 14412 TRANSMIS
002035	AAMCO TRANSMISSION (I145446		2300451	2023 11	INV P				1,794.70	083123	298500 TRANSMISSION DIAGNO
									5,999.90		
002166	AUTO ARMATURE SERVIC 31897		2304676	2023 11	INV P				179.95	083123	298513 UNIT 20596 BATTERY
003114	HOL-MAC CORPORATION 395443		2304562	2023 11	INV P				4,384.01	083123	298573 UNIT 15893 DRIVING
004120	SANSOM EQUIPMENT CO P05003		2304549	2023 11	INV P				127.00	083123	298652 UNIT 22000 LUBE
004139	SCOTTS HYDRAULIC SER 56139		2304548	2023 11	INV P				3,705.60	083123	298653 UNIT 20073 BEARING
004139	SCOTTS HYDRAULIC SER 56153		2304663	2023 11	INV P				2,459.45	083123	298653 UNIT 20073 REPAIR
									6,165.05		
004354	STRIBLING EQUIPMENT CE006213387:01		2304496	2023 11	INV P				47.29	083123	298674 PART/UNIT #19947
ACCOUNT TOTAL									16,903.20		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001220	606000										
002160	AT&T MOBILITY	287273578351X080823	0			2023	11	INV P	120.64	083123	298512 MB#2016-287/WIRELES
									120.64		
001220	612000										
004120	SANSOM EQUIPMENT CO	P05003			2304549	2023	11	INV P	28.81	083123	298652 UNIT 22000 LUBE
004139	SCOTTS HYDRAULIC SER	56139			2304548	2023	11	INV P	106.20	083123	298653 UNIT 20073 BEARING
									135.01		
001220	630500										
003700	MS POWER COMPANY	e2023 8.11.2023	0			2023	11	INV P	699.68	083123	298613 MS POWER VARIOUS DE
									699.68		
001220	638200										
004139	SCOTTS HYDRAULIC SER	56154			2304659	2023	11	INV P	77.27	083123	298653 UNIT 20089 TEAR DOW
									77.27		
001220	638400										
002166	AUTO ARMATURE SERVIC	31827			2304638	2023	11	INV P	379.90	083123	298513 UNIT 20074 BATTERIE
002739	EMPIRE TRUCK SALES	CE006213374:07			2304471	2023	11	INV P	89.99	083123	298553 AIR BAGS FOR SANITA
002739	EMPIRE TRUCK SALES	RE006038308:01			2304577	2023	11	INV P	3,198.75	083123	298553 UNIT 19755 TEAR DOW
									3,288.74		
003114	HOL-MAC CORPORATION	395443			2304562	2023	11	INV P	9,104.83	083123	298573 UNIT 15893 DRIVING
004139	SCOTTS HYDRAULIC SER	56154			2304659	2023	11	INV P	2,100.00	083123	298653 UNIT 20089 TEAR DOW
048827	CARQUEST	14758-28753			2304639	2023	11	INV P	151.69	083123	298531 GEAR OIL & CAM GREA
									15,025.16		
001220	643000										
002471	CINTAS CORPORATION #	4165191010	0			2023	11	INV P	40.18	083123	298536 SC8200044758 SANIT.
002471	CINTAS CORPORATION #	4165191967	0			2023	11	INV P	340.64	083123	298536 SC8200044758 - SANI
002471	CINTAS CORPORATION #	4165895639	0			2023	11	INV P	40.18	083123	298536 SC8200044758 SANIT
									421.00		
									421.00		
001220	688000										
004591	WASTE MANAGEMENT OF	0013767-2526-1	0			2023	11	INV P	3,399.57	083123	298694 MB2003-5484 SANIT R
									3,399.57		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001220	699900	SERVICES NOT SPECIFIED									
004139	SCOTTS HYDRAULIC SER 56154		2304659	2023	11	INV	P	800.00	083123		298653 UNIT 20089 TEAR DOW
ACCOUNT TOTAL								800.00			
ORG 001220 TOTAL								38,916.10			
001250	HEALTH DIVISION										
001250	570000		MTR	VEHICLE	REP.	PTS/SPL					
002304	BRACKMAN MOWER WAREH 36523		2302661	2023	11	INV	P	69.00	083123		298520 HEALTH SUPLIES IGNI
002304	BRACKMAN MOWER WAREH 40126		2303564	2023	11	INV	P	217.70	083123		298520 UNIT 19293PULLEY 6'
								286.70			
004297	SOUTHERN TIRE MART (2520121195		2303073	2023	11	INV	P	202.00	083123		298668 UNIT 16722 TRACTOR
ACCOUNT TOTAL								488.70			
001250	575500	AGRICLTR REPAIR PTS/SPL									
002304	BRACKMAN MOWER WAREH 43674		2304529	2023	11	INV	P	250.72	083123		298520 PARTS FOR LAWNMOWER
002577	CRAIN TRACTOR & EQUI R082199		2304064	2023	11	INV	P	2,041.88	083123		298548 PARTS/UNIT #16723
003380	LANCASTER'S MACHINE 25533		2304318	2023	11	INV	P	525.00	083123		298594 UNIT 20373 REPLACE
003380	LANCASTER'S MACHINE 25536		2304317	2023	11	INV	P	265.00	083123		298594 UNIT 21691 WELDING
								790.00			
ACCOUNT TOTAL								3,082.60			
ORG 001250 TOTAL								3,571.30			
001280	HUMAN/SOC.ASST										
001280	682099		UNALLOCATED CONTRIBUTIONS								
049968	GRACE AARON	2023-001	0	2023	11	INV	P	27,512.24	083123		298565 2022-2027 CONSOLIDA
ACCOUNT TOTAL								27,512.24			
ORG 001280 TOTAL								27,512.24			
001402	ECONOMIC DEV.										
001402	604900		OTHER PROFESSIONAL SERV.								
003433	LOCAL IMPACT ANALYTI 02303848		2303848	2023	11	INV	P	25,000.00	083123		298600 PROFESSIONAL SERVIC
049419	MISSISSIPPI POWER WO 590210407MU		0	2023	11	INV	P	1,406.18	083123		298609 MB 2022-73 JAYCEE P
ACCOUNT TOTAL								26,406.18			
ORG 001402 TOTAL								26,406.18			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001551				AIRPORT DIV.							
001551	630000										
004321	SPIRE			G2023-23 AUG	0	2023 11	INV	P	71.41	083123	298671 SPIRE-59 ACADEMY23
									71.41		
									ACCOUNT TOTAL		
001551	630500										
003700	MS POWER COMPANY			e2023 8.11.2023	0	2023 11	INV	P	1,644.59	083123	298613 MS POWER VARIOUS DE
									1,644.59		
									ACCOUNT TOTAL		
									ORG 001551 TOTAL		
									1,716.00		
001553				CEMETERY DIV							
001553	501000										
048766	OFFICE DEPOT			327115307001	2304640	2023 11	INV	P	53.19	083123	298626 OFFICE SUPPLIES
									53.19		
									ACCOUNT TOTAL		
001553	510000										
048766	OFFICE DEPOT			327115307001	2304640	2023 11	INV	P	17.52	083123	298626 OFFICE SUPPLIES
									17.52		
									ACCOUNT TOTAL		
001553	525700										
048827	CARQUEST			14758-29028	2304718	2023 11	INV	P	47.97	083123	298531 DIESEL EXHAUST FLUI
									47.97		
									ACCOUNT TOTAL		
001553	541500										
002359	BURGE EXCAVATING & G 1986				2304671	2023 11	INV	P	650.00	083123	298523 TOP SOIL FILL DIRT
									650.00		
									ACCOUNT TOTAL		
001553	544000										
003897	PHILLIPS BARK PROCES 160945				2304603	2023 11	INV	P	1,535.00	083123	298635 LANDSCAPING MULCH D
									1,535.00		
									ACCOUNT TOTAL		
001553	546000										
003053	H'BURG COCA COLA BOT 37306845011				2304757	2023 11	INV	P	170.00	083123	298568 MINOR EQUIPMENT
									170.00		
									ACCOUNT TOTAL		
001553	559000										
003053	H'BURG COCA COLA BOT 34422668008				2302111	2023 11	INV	P	240.00	083123	298568 OTHER OPERATING MAT
									240.00		
									ACCOUNT TOTAL		
001553	570000										
002166	AUTO ARMATURE SERVIC 31899				2304756	2023 11	INV	P	40.00	083123	298513 MOTOR VEHICLE REPAI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE							
003615 JOHN DEERE FINANCIAL	P93601	2304635	2023 11	INV	P	76.89 083123	298586	MOTOR VEHICLE REPAI
048827 CARQUEST	14758-29109	2304753	2023 11	INV	P	143.52 083123	298531	MOTOR VEHICLE REPAI
				ACCOUNT TOTAL		260.41		
001553 575500				AGRICLTRL REPAIR PTS/SPL				
003034 HATTIESBURG HYDRAULI	101718	2304705	2023 11	INV	P	195.97 083123	298569	HYDRAULIC HOSES FOR
				ACCOUNT TOTAL		195.97		
001553 604900				OTHER PROFESSIONAL SERV.				
003191 INTERFACE SECURITY S	20531883	0	2023 11	INV	P	50.27 083123	298577	MB#2006-2/75-77 SEC
				ACCOUNT TOTAL		50.27		
001553 606000				TELEPHONE AND TELEGRAPH				
002160 AT&T MOBILITY	287273578351X080823	0	2023 11	INV	P	114.64 083123	298512	MB#2016-287/WIRELES
				ACCOUNT TOTAL		114.64		
001553 612000				FREIGHT				
004544 VERMEER MIDSOUTH INC	00344738	2304611	2023 11	INV	P	40.63 083123	298689	SWITCH REPAIR ON VE
				ACCOUNT TOTAL		40.63		
001553 630500				ELECTRICITY				
003700 MS POWER COMPANY	E2023 8.23.23	0	2023 11	INV	P	816.23 083123	298615	MS POWER VARIOUS DE
				ACCOUNT TOTAL		816.23		
001553 638400				MOTOR VEHICLE EQ. R&M				
003898 PHILLIPS CAR CARE CE	04460	0	2023 11	INV	P	505.00 083123	298636	REPAIRS ON UNIT#204
				ACCOUNT TOTAL		505.00		
001553 638700				AGRICULTURAL EQ. R&M				
004544 VERMEER MIDSOUTH INC	00344738	2304611	2023 11	INV	P	464.44 083123	298689	SWITCH REPAIR ON VE
				ACCOUNT TOTAL		464.44		
001553 643000				UNIFORM RENT				
002471 CINTAS CORPORATION #	4163775652	0	2023 11	INV	P	53.12 083123	298536	ST. CONT#8200044758
002471 CINTAS CORPORATION #	4164475899	0	2023 11	INV	P	53.12 083123	298536	ST. CONT#8200044758
002471 CINTAS CORPORATION #	4165194911	0	2023 11	INV	P	53.12 083123	298536	ST. CONT#8200044758
002471 CINTAS CORPORATION #	4165899411	0	2023 11	INV	P	53.12 083123	298536	ST. CONT#8200044758
						212.48		
				ACCOUNT TOTAL		212.48		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11															
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION		
001553		643500					MOP-MAT-RAG		RENT						
002471	CINTAS	CORPORATION	#	4163775576	0	2023	11	INV	P	32.32	083123	298537	ST.	CONT#8200044758	
002471	CINTAS	CORPORATION	#	4164475845	0	2023	11	INV	P	32.32	083123	298537	ST.	CONT#8200044758	
002471	CINTAS	CORPORATION	#	4165194886	0	2023	11	INV	P	32.32	083123	298537	ST.	CONT#8200044758	
002471	CINTAS	CORPORATION	#	4165899391	0	2023	11	INV	P	32.32	083123	298537	ST.	CONT#8200044758	
										129.28					
ACCOUNT TOTAL										129.28					
ORG 001553										TOTAL		5,503.03			
001560												PARKING OPER.			
001560		630500						ELECTRICITY							
003700	MS POWER	COMPANY		E2023 8.23.23	0	2023	11	INV	P	1,152.71	083123	298615	MS POWER	VARIOUS DE	
ACCOUNT TOTAL										1,152.71					
ORG 001560										TOTAL		1,152.71			
FUND 001				REVENUES				TOTAL:		636,556.76					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300											
002300	510000										
004575	WALMART STORES INC	693205536570993			2304205	2023	11	INV P	94.76	083123	298691 P&R GROUNDS CREW JA
									94.76		
002300	544000										
004547	VESELY'S NURSERY	02303812			2303812	2023	11	INV P	255.50	083123	298690 P&R GROUNDS FLOWERS
									255.50		
002300	546000										
004176	SHERWIN-WILLIAMS COM	6515-0			2304571	2023	11	INV P	89.98	083123	298656 P&R GRNDS MAINT-PAI
									89.98		
002300	551000										
003772	NEWELL PAPER COMPANY	4155211			2304359	2023	11	INV P	127.37	083123	298624 P&R JAYCEE/TATUM RE
049595	SITEONE LANDSCAPE	129767437-001			2303182	2023	11	INV P	544.32	083123	298659 P&R ALL BALLFIELDS-
									671.69		
002300	559000										
002083	ALLBRITTON CHAIN SAW	16299			2304740	2023	11	INV P	140.59	083123	298503 P&R GROUNDS- TRIMME
002083	ALLBRITTON CHAIN SAW	16300			2304740	2023	11	INV P	120.36	083123	298503 P&R GROUNDS- TRIMME
002083	ALLBRITTON CHAIN SAW	16301			2304740	2023	11	INV P	53.12	083123	298503 P&R GROUNDS- TRIMME
002083	ALLBRITTON CHAIN SAW	99712			2304740	2023	11	INV P	99.96	083123	298503 P&R GROUNDS- TRIMME
									414.03		
048827	CARQUEST	14758-29200			2304784	2023	11	INV P	25.65	083123	298531 P&R DUMP TRAILER-PA
									439.68		
002300	560500										
003302	KEELING COMPANY (HAT	S4366396.001			2304731	2023	11	INV P	201.11	083123	298589 P&R GRNDS ALL BALLF
004256	SOLAR SUPPLY INC	8/11/23			2304567	2023	11	INV P	33.48	083123	298662 P&R TATUM TENNIS FA
									234.59		
002300	561000										
003302	KEELING COMPANY (HAT	S4366396.001			2304731	2023	11	INV P	746.91	083123	298589 P&R GRNDS ALL BALLF
003543	MCELHANEY PLUMBING I	297083			2304206	2023	11	INV P	37.90	083123	298603 P&R DAHMER PARK-PLU
003543	MCELHANEY PLUMBING I	297334			2304619	2023	11	INV P	177.64	083123	298603 P&R-SAN ANTONIO FIE
003543	MCELHANEY PLUMBING I	297404			2304620	2023	11	INV P	14.10	083123	298603 P&R- DAHMER PARK PL
									229.64		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									976.55		
002300	570000				MTR	VEHICLE	REP.	PTS/SPL			
002361	BURKETT RADIATOR SHO	68227			2304738	2023 11	INV	P	275.00	083123	298524 P&R TRK UNIT 18558-
004297	SOUTHERN TIRE MART (	2520131030			2304588	2023 11	INV	P	202.00	083123	298668 P&R TRK UNIT 18558-
004297	SOUTHERN TIRE MART (	2520131454			2304615	2023 11	INV	P	65.00	083123	298668 P&R GROUNDS- UNIT 2
									267.00		
048827	CARQUEST		14758-28822		2304634	2023 11	INV	P	207.03	083123	298531 P&R GROUNDS- TRUCK
ACCOUNT TOTAL									749.03		
002300	575500				AGRICLTR	REPAIR	PTS/SPL				
002083	ALLBRITTON CHAIN SAW	15988			2303967	2023 11	INV	P	13.57	083123	298503 P&R GROUNDS- REPLAC
002083	ALLBRITTON CHAIN SAW	16429			2304677	2023 11	INV	P	51.12	083123	298503 P&R GROUNDS- MOWER
002083	ALLBRITTON CHAIN SAW	99414			2304544	2023 11	INV	P	20.99	083123	298503 P&R GROUNDS-WEEDEAT
002083	ALLBRITTON CHAIN SAW	99747			2304770	2023 11	INV	P	383.60	083123	298503 P&R GROUNDS-WEEDEAT
									469.28		
002304	BRACKMAN MOWER WAREH	43666			2304555	2023 11	INV	P	432.50	083123	298520 P&R GRNDS MAINT WEE
002304	BRACKMAN MOWER WAREH	44014			2304488	2023 11	INV	P	21.26	083123	298520 P&R GROUNDS- MOWER
002304	BRACKMAN MOWER WAREH	44136			2304691	2023 11	INV	P	274.80	083123	298520 P&R GROUNDS- MOWER
002304	BRACKMAN MOWER WAREH	44226			2304741	2023 11	INV	P	271.17	083123	298520 P&R- MOWER 19464 RE
002304	BRACKMAN MOWER WAREH	44228			2304732	2023 11	INV	P	155.36	083123	298520 P&R- MOWER 21597 RE
002304	BRACKMAN MOWER WAREH	44331			2304775	2023 11	INV	P	639.83	083123	298520 P&R- MOWER 21324 RE
									1,794.92		
002492	CLEMTS HARDWARE		130907		2304482	2023 11	INV	P	105.70	083123	298539 P&R GROUNDS-SUPPLIE
004297	SOUTHERN TIRE MART (	2520132539			2304754	2023 11	INV	P	75.00	083123	298668 P&R GROUNDS-TRUCK U
048827	CARQUEST		14758-27595		2304166	2023 11	INV	P	32.14	083123	298531 P&R GROUNDS- SHOP S
ACCOUNT TOTAL									2,477.04		
002300	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY		287273578351X080823	0		2023 11	INV	P	112.64	083123	298512 MB#2016-287/WIRELES
ACCOUNT TOTAL									112.64		
002300	630500				ELECTRICITY						
003700	MS POWER COMPANY		E2023 8.23.23	0		2023 11	INV	P	859.84	083123	298615 MS POWER VARIOUS DE
ACCOUNT TOTAL									859.84		
002300	638000				FIXED EQUIPMENT R&M						
003242	JEFCOAT FENCE OF HAT	0024733			2304587	2023 11	INV	P	1,400.00	083123	298584 P&R TENNIS COURTS-L

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL						1,400.00					
002300	638400					MOTOR VEHICLE EQ. R&M					
002304	BRACKMAN	MOWER	WAREH	44226	2304741	2023	11	INV P	120.00	083123	298520 P&R- MOWER 19464 RE
002304	BRACKMAN	MOWER	WAREH	44331	2304775	2023	11	INV P	220.00	083123	298520 P&R- MOWER 21324 RE
002304	BRACKMAN	MOWER	WAREH	44332	2304776	2023	11	INV P	42.40	083123	298520 P&R GROUNDS MOWER-L
									382.40		
002361	BURKETT	RADIATOR	SHO	68227	2304738	2023	11	INV P	215.00	083123	298524 P&R TRK UNIT 18558-
003246	JERRY'S	AUTOMOTIVE	R	22604	2304592	2023	11	INV P	335.70	083123	298585 P&R TRK UNIT 21327-
004297	SOUTHERN	TIRE	MART (	2520131454	2304615	2023	11	INV P	16.00	083123	298668 P&R GROUNDS- UNIT 2
004297	SOUTHERN	TIRE	MART (	2520131884	2304673	2023	11	INV P	665.00	083123	298668 P&R GROUNDS-TRUCK U
004297	SOUTHERN	TIRE	MART (	2520132287	2304724	2023	11	INV P	39.95	083123	298668 P&R TRUCK UNIT 2161
									720.95		
ACCOUNT TOTAL						1,654.05					
002300	638700					AGRICULTURAL EQ. R&M					
002083	ALLBRITTON	CHAIN	SAW	15988	2303967	2023	11	INV P	22.50	083123	298503 P&R GROUNDS- REPLAC
002304	BRACKMAN	MOWER	WAREH	44014	2304488	2023	11	INV P	43.68	083123	298520 P&R GROUNDS- MOWER
002304	BRACKMAN	MOWER	WAREH	44136	2304691	2023	11	INV P	180.00	083123	298520 P&R GROUNDS- MOWER
									223.68		
003246	JERRY'S	AUTOMOTIVE	R	22505	2303841	2023	11	INV P	78.10	083123	298585 P&R TRUCK UNIT 2162
003843	PARISH	TRACTOR	(HATT	W04777	2304719	2023	11	INV P	446.40	083123	298629 P&R TRACTOR REPAIR
004297	SOUTHERN	TIRE	MART (	2520131796	2304662	2023	11	INV P	101.00	083123	298668 P&R TRAILER 20419-R
004297	SOUTHERN	TIRE	MART (	2520132003	2304687	2023	11	INV P	101.00	083123	298668 P&R TRAILER 16176-T
004297	SOUTHERN	TIRE	MART (	2520132539	2304754	2023	11	INV P	26.00	083123	298668 P&R GROUNDS-TRUCK U
									228.00		
ACCOUNT TOTAL						998.68					
002300	639800					TOW IN CHARGES					
003253	JOHNNY'S	WRECKER	SER	00046120	0	2023	11	INV P	300.00	083123	298587 P&R GRNDS TRACTOR 2
ACCOUNT TOTAL						300.00					
002300	639900					OTHER REPAIRS AND MAINT.					
003253	JOHNNY'S	WRECKER	SER	00046102	0	2023	11	INV P	800.00	083123	298587 P&R GRNDS TRACTOR 2
004234	SMITH, JIM	SERVICES		I92997	0	2023	11	INV P	267.37	083123	298661 P&R GRNDS TATUM PAR
ACCOUNT TOTAL						1,067.37					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
002300	642000			MACHINERY RENT							
048592	SUNBELT RENTALS, INC	142453518-0001	2304216	2023	11	INV P	409.32	083123	298675	P&R GRNDS MAINT- EQ	
ACCOUNT TOTAL							409.32				
002300	644900			OTHER RENT							
002471	CINTAS CORPORATION #	4163539150	0	2023	11	INV P	26.04	083123	298537	P&R GRNDS MAINT MAT	
002471	CINTAS CORPORATION #	4163539685	0	2023	11	INV P	238.13	083123	298536	P&R GRNDS MAINT-UNI	
002471	CINTAS CORPORATION #	4164220585	0	2023	11	INV P	26.04	083123	298537	P&R GRNDS MAINT MAT	
002471	CINTAS CORPORATION #	4164220916	0	2023	11	INV P	238.13	083123	298536	P&R GRNDS MAINT UNI	
002471	CINTAS CORPORATION #	4164937915	0	2023	11	INV P	26.04	083123	298537	P&R GTNDS MAINT MAT	
002471	CINTAS CORPORATION #	4164938238	0	2023	11	INV P	238.13	083123	298536	P&R GRNDS MAINT UNI	
002471	CINTAS CORPORATION #	4165638231	0	2023	11	INV P	26.04	083123	298537	P&R GRNDS MAINT-MAT	
002471	CINTAS CORPORATION #	4165638696	0	2023	11	INV P	304.90	083123	298536	P&R GRNDS MAINT UNI	
							1,123.45				
002472	CINTAS FIRST AID J71	5173060373	0	2023	11	INV P	51.28	083123	298538	PR GROUNDS- FIRST A	
ACCOUNT TOTAL							1,174.73				
002300	699900			SERVICES NOT SPECIFIED							
003587	MID SOUTH GLASS INC	0050647	2304132	2023	11	INV P	1,199.00	083123	298606	P&R TATUM BB LABOR	
004234	SMITH, JIM SERVICES	I92987	0	2023	11	INV P	201.13	083123	298661	P&R GRNDS TATUM SOF	
047017	VERGE ENTRANCE SOLUT	003040	2303771	2023	11	INV P	1,054.44	083123	298688	PR GROUNDS MAINT- R	
047187	FOUR SEASONS LAWN	15889	0	2023	11	INV P	530.00	083123	298559	P&R GRNDS 38TH AVE	
ACCOUNT TOTAL							2,984.57				
002300	733500			AGRICULTURAL EQUIPMENT							
049999	LADD'S GOLF & TURF	01-317049	2303694	2023	11	INV P	53,876.65	083123	298593	P&R RECREATION MAIN	
ACCOUNT TOTAL							53,876.65				
ORG 002300 TOTAL							70,826.67				
002315	PKS/REC-REC.ADMIN/COM.REL.										
002315	551000			RECREATIONAL SUPPLIES							
002422	CARTER, CHARLES	HATTCITY0181723	0	2023	11	INV P	600.00	083123	298532	2023 SENIOR PROM EN	
004575	WALMART STORES INC	51020303040911276456	2304518	2023	11	INV P	25.73	083123	298691	STEM SATURDAY SUPPL	
004575	WALMART STORES INC	54220941000918287416	2304164	2023	11	INV P	13.88	083123	298691	SR BINGO FROM WALMA	
							39.61				
048941	SWANK MOTION PICTURE	2082815-1	228718	2023	11	INV P	225.00	083123	298676	OUTDOOR MOVIES	
ACCOUNT TOTAL							864.61				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002315	603400										
004221	SMITH, CARLTON L	CS510522	0		2023	11	INV	P	175.00	083123	298660 OFFICIAL ADULT SOFT
004432	THOMPSON, JESSE	JT810822	0		2023	11	INV	P	275.00	083123	298679 OFFICIAL ADULT SOFT
004460	TROTTER, COREY	CT810822	0		2023	11	INV	P	250.00	083123	298681 OFFICIAL ADULT SOFT
049431	MILLER CLIFFORD G	CM8388	0		2023	11	INV	P	215.00	083123	298607 OFFICIAL ADULT SOFT
049431	MILLER CLIFFORD G	CMIL814	0		2023	11	INV	P	75.00	083123	298607 OFFICIAL ADULT SOFT
									290.00		
049653	THOMPSON RODERICK J	ROD810815	0		2023	11	INV	P	200.00	083123	298678 OFFICIAL ADULT SOFT
049966	MORRIS, GEORGE T	GM810821	0		2023	11	INV	P	300.00	083123	298610 OFFICIAL ADULT SOFT
050091	RODGERS EDWARD	EDROG810822	0		2023	11	INV	P	375.00	083123	298650 OFFICIAL ADULT SOFT
									ACCOUNT TOTAL	1,865.00	
002315	604900										
002540	CONNER, TOBARRA	TOB810822	0		2023	11	INV	P	90.00	083123	298544 ADULT SOFTBALL SCOR
002965	GUTHRIE, JONI S	JG815824	0		2023	11	INV	P	180.00	083123	298567 LOW IMPACT AEROBICS
003313	KETTLEY, ANNETTE	AKET810822	0		2023	11	INV	P	170.00	083123	298590 ADULT SOFTBALL SCOR
003958	POWELL, RANDY	RPOW810821	0		2023	11	INV	P	285.00	083123	298641 LEAD STAFF ADULT SO
048422	RAY NANCY REBEKAH	RRAY814821	0		2023	11	INV	P	150.00	083123	298647 CERAMICS AND YOGA A
049413	FARRIS SHELBY P	SP816823	0		2023	11	INV	P	50.00	083123	298555 BEGINNERS YOGA_FRE
									ACCOUNT TOTAL	925.00	
002315	604919										
047971	BRETT CUMMINS	BC813823	0		2023	11	INV	P	250.00	083123	298522 WATERCOLOR WEDNESDA
									ACCOUNT TOTAL	250.00	
002315	606000										
002160	AT&T MOBILITY	287273578351X080823	0		2023	11	INV	P	56.32	083123	298512 MB#2016-287/WIRELES
									ACCOUNT TOTAL	56.32	
002315	630500										
003700	MS POWER COMPANY	e2023 8.11.2023	0		2023	11	INV	P	6,656.50	083123	298613 MS POWER VARIOUS DE
003700	MS POWER COMPANY	e2023 8.18.23	0		2023	11	INV	P	37.45	083123	298614 MS POWER 923 E 8TH
003700	MS POWER COMPANY	E2023 8.23.23	0		2023	11	INV	P	14,671.49	083123	298615 MS POWER VARIOUS DE
									21,365.44		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL				21,365.44	
				ORG 002315	TOTAL				25,326.37
FUND 002 PARKS & RECREATION FUND				TOTAL:				96,153.04	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
005160								H.M.F.P.FUND-FIRE DIVISION	
005160 638400								MOTOR VEHICLE EQ. R&M	
002194 BARDING GENERATOR &	9956	2304713	2023 11	INV	P	603.40 083123	298515	HFD LADDER 6 UNIT #	
004465 TRUCKPRO LLC	039-0718025	2304680	2023 11	INV	P	538.70 083123	298683	HFD AIR COMPRESSOR	
						ACCOUNT TOTAL		1,142.10	
						ORG 005160 TOTAL		1,142.10	
FUND 005 HATT.MUNICIPAL FIRE PROTECTION					TOTAL:	1,142.10			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	500300										
003772	NEWELL PAPER COMPANY	4155570			2304458	2023	11	INV P	170.79	083123	298624 OFFICE SUPPLIES WAT
									170.79		
009660	502000										
004327	STANDARD OFFICE SUPP	H19520-00			2304403	2023	11	INV P	1,348.15	083123	298672 OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	H20161-00			2304402	2023	11	INV P	48.28	083123	298672 OFFICE SUPPLIES WAT
									1,396.43		
									1,396.43		
009660	559000										
003772	NEWELL PAPER COMPANY	4155570			2304458	2023	11	INV P	394.26	083123	298624 OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	H19699-00			2304467	2023	11	INV P	36.42	083123	298672 OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	H19699-01			2304467	2023	11	INV P	8.02	083123	298672 OFFICE SUPPLIES WAT
									44.44		
									438.70		
009660	560500										
004327	STANDARD OFFICE SUPP	H19583-00			2304447	2023	11	INV P	46.60	083123	298672 OFFICE SUPPLIES WAT
									46.60		
009660	570000										
048827	CARQUEST	14758-28754			2304637	2023	11	INV P	155.41	083123	298531 MOTOR VEHICLE SUPPL
									155.41		
009660	604900										
004003	RAWLS SPRINGS UTILIT	8212023			0	2023	11	INV P	535.00	083123	298646 SEWER READS FOR WAT
004482	TYLER TECHNOLOGIES IN	045-427758			2301035	2023	11	INV P	2,800.00	083123	298685 CUSTOM UB FORM TEMP
004482	TYLER TECHNOLOGIES IN	045-433983			0	2023	11	INV P	2,174.57	083123	298685 MUNIS IMPLEMENTATIO
									4,974.57		
									5,509.57		
009660	606000										
002160	AT&T MOBILITY	287273578351X080823			0	2023	11	INV P	274.63	083123	298512 MB#2016-287/WIRELES
									274.63		
009660	630000										
004321	SPIRE	G2023 8.17.23			0	2023	11	INV P	28.81	083123	298671 SPIRE VARIOUS DEPTS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL		28.81			
009660	630500					ELECTRICITY						
003700	MS POWER COMPANY	e2023	8.11.2023	0	2023	11	INV	P	849.62	083123	298613	MS POWER VARIOUS DE
							ACCOUNT TOTAL		849.62			
009660	643000					UNIFORM RENT						
002471	CINTAS CORPORATION # 4165193785	0	2023	11	INV	P	53.14	083123	298536	STATE CONTRACT 8200		
							ACCOUNT TOTAL		53.14			
009660	699900					SERVICES NOT SPECIFIED						
003861	PATTERSON AUTO ELECT 82036	2304709	2023	11	INV	P	978.16	083123	298630	REPAIR TO UNIT 1870		
							ACCOUNT TOTAL		978.16			
							ORG 009660 TOTAL		9,901.86			
009672					W&S O&M-WATER TRANSMISSION DIV							
009672	541500					SAND,CLAY,GRVL,FILL DIRT						
004586	WARREN PAVING INC	81304	2304758	2023	11	INV	P	2,093.46	083123	298693	610 CRUSH LIMESTONE	
							ACCOUNT TOTAL		2,093.46			
009672	545000					HAND TOOLS						
003543	MCELHANEY PLUMBING I 297573	2304772	2023	11	INV	P	199.00	083123	298603	PIPE CUTTER -- WATE		
							ACCOUNT TOTAL		199.00			
009672	546000					MINOR EQUIPMENT						
003987	PUCKETT RENTS	986937-0001	2304454	2023	11	INV	P	416.19	083123	298644	WAREHOUSE STOCK FOR	
							ACCOUNT TOTAL		416.19			
009672	561000					PLUMBING SUPPLIES						
004284	SOUTHERN PIPE & SUPP 8342069-00	2304512	2023	11	INV	P	885.00	083123	298667	3"HYDRANT METERS---		
							ACCOUNT TOTAL		885.00			
009672	604900					OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE 80873	0	2023	11	INV	P	1,445.58	083123	298519	ROUTINE COLIFORM TE		
002471	CINTAS CORPORATION # 4165193994	0	2023	11	INV	P	87.07	083123	298536	SC#8200044758-- MOP		
002471	CINTAS CORPORATION # 4165194281	0	2023	11	INV	P	295.05	083123	298536	SC#8200044758- UNIF		
002471	CINTAS CORPORATION # 4165898871	0	2023	11	INV	P	246.10	083123	298536	SC#8200044758-- UNI		
							628.22					
004143	SECURITY BLANKET	191750	0	2023	11	INV	P	185.00	083123	298654	SERVICE CALL: 22"MO	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
047062	COAST CHLORINATOR &	76217	0	2023 11	INV	P			1,518.75	083123	298540 SERVICE CONTRACT FO
ACCOUNT TOTAL									3,777.55		
009672	636000			STREETS & STRUCTURES R&M							
003649	C J MORGAN INC	2023035	0	2023 11	INV	P			153,831.47	083123	298528 MB2022-680:WATER RE
003649	C J MORGAN INC	2023036	0	2023 11	INV	P			22,529.55	083123	298528 MB2022-680:WATER RE
003649	C J MORGAN INC	2023037	0	2023 11	INV	P			17,217.02	083123	298528 MB2022-680:WATER RE
003649	C J MORGAN INC	2023045	0	2023 11	INV	P			6,250.00	083123	298528 MB2022-680:WATER RE
									199,828.04		
004058	RJM MCQUEEN CONTRACT	2829	0	2023 11	INV	P			31,143.79	083123	298649 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2830	0	2023 11	INV	P			3,221.63	083123	298649 MB2022-680: SEWER R
									34,365.42		
ACCOUNT TOTAL									234,193.46		
009672	639800			TOW IN CHARGES							
050169	ALLEN'S WRECKER	9473	0	2023 11	INV	P			175.00	083123	298504 TOW IN UNIT # 21796
ACCOUNT TOTAL									175.00		
ORG 009672 TOTAL									241,739.66		
009673				W&S O&M-WATER PLANT DIVISION							
009673	513000			CHEMICALS							
002094	ALLIED UNIVERSAL COR	I2870329	2303799	2023 11	INV	P			1,576.00	083123	298505 1501b CHLORINE FOR
002094	ALLIED UNIVERSAL COR	I2870330	2303799	2023 11	INV	P			1,182.00	083123	298505 1501b CHLORINE FOR
002094	ALLIED UNIVERSAL COR	I2870331	2303799	2023 11	INV	P			1,182.00	083123	298505 1501b CHLORINE FOR
002094	ALLIED UNIVERSAL COR	I2882196	2304511	2023 11	INV	P			3,780.00	083123	298505 CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR	I2882197	2304511	2023 11	INV	P			1,890.00	083123	298505 CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR	I2882480	2304511	2023 11	INV	P			10,600.00	083123	298505 CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR	I2882481	2304511	2023 11	INV	P			7,950.00	083123	298505 CHLORINE & SULFUR D
									28,160.00		
002443	CERTIFIED LABORATORI	8322612	2304235	2023 11	INV	P			17,238.00	083123	298533 E-100 & EMERGE FOR
ACCOUNT TOTAL									45,398.00		
009673	546000			MINOR EQUIPMENT							
003987	PUCKETT RENTS	986937-0001	2304454	2023 11	INV	P			573.40	083123	298644 WAREHOUSE STOCK FOR
ACCOUNT TOTAL									573.40		
009673	630500			ELECTRICITY							
003700	MS POWER COMPANY	e2023 8.11.2023	0	2023 11	INV	P			31,898.90	083123	298613 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 8.23.23	0	2023 11	INV	P			7,598.14	083123	298615 MS POWER VARIOUS DE
									39,497.04		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										39,497.04		
009673	638300	GENERATOR R&M										
002672	DOLEAC ELECTRIC CO I RICH-X1	2304608	2023	11	INV	P			450.00	083123	298549	GENERATOR MAINTENAN
ACCOUNT TOTAL										450.00		
009673	639900	OTHER REPAIRS AND MAINT.										
004429	THOMPSON BROTHERS DR 9724	2304186	2023	11	INV	P			6,000.00	083123	298677	TWO QUOTE: FLOW TES
ACCOUNT TOTAL										6,000.00		
ORG 009673 TOTAL										91,918.44		
009676	W&S O&M-SEWER DIVISION											
009676	540000	ASPHALT & ASPHALT PROD.										
004586	WARREN PAVING INC	80892	2304414	2023	11	INV	P		330.82	083123	298693	CONTRACTOR'S HOT MI
004586	WARREN PAVING INC	80973	2304414	2023	11	INV	P		279.68	083123	298693	CONTRACTOR'S HOT MI
004586	WARREN PAVING INC	80986	2304414	2023	11	INV	P		314.63	083123	298693	CONTRACTOR'S HOT MI
004586	WARREN PAVING INC	81104	2304414	2023	11	INV	P		327.19	083123	298693	CONTRACTOR'S HOT MI
004586	WARREN PAVING INC	81124	2304414	2023	11	INV	P		354.98	083123	298693	CONTRACTOR'S HOT MI
004586	WARREN PAVING INC	81138	2304414	2023	11	INV	P		224.99	083123	298693	CONTRACTOR'S HOT MI
004586	WARREN PAVING INC	81181	2304414	2023	11	INV	P		222.31	083123	298693	CONTRACTOR'S HOT MI
004586	WARREN PAVING INC	81236	2304414	2023	11	INV	P		268.92	083123	298693	CONTRACTOR'S HOT MI
004586	WARREN PAVING INC	81381	2304414	2023	11	INV	P		261.75	083123	298693	CONTRACTOR'S HOT MI
										2,585.27		
ACCOUNT TOTAL										2,585.27		
009676	545000	HAND TOOLS										
002795	FASTENAL COMPANY	MSHAT239639	2304744	2023	11	INV	P		350.00	083123	298556	9"8MIL XL NITRILE G
ACCOUNT TOTAL										350.00		
009676	561000	PLUMBING SUPPLIES										
004686	WRIGHT, J H & ASSOCI	451428	2302279	2023	11	INV	P		3,875.00	083123	298699	KEEN 2HP GRINDER PU
ACCOUNT TOTAL										3,875.00		
009676	604900	OTHER PROFESSIONAL SERV.										
048917	MS CONCRETE PROF	0000091	0	2023	11	INV	P		2,942.30	083123	298611	CONCRETE REPAIRS: 5
ACCOUNT TOTAL										2,942.30		
009676	630500	ELECTRICITY										
003700	MS POWER COMPANY	e2023 8.11.2023	0	2023	11	INV	P		3,497.50	083123	298613	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 8.23.23	0	2023	11	INV	P		2,942.22	083123	298615	MS POWER VARIOUS DE
										6,439.72		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
004282	SOUTHERN PINE ELECTR	e2023	8.16.23	0	2023	11	INV	P	108.05	083123	298666 SOUTHERN PINE VARIO
004282	SOUTHERN PINE ELECTR	e2023	8.17.23	0	2023	11	INV	P	457.11	083123	298666 SOUTHERN PINE VARIO
									565.16		
ACCOUNT TOTAL									7,004.88		
009676	636000	STREETS & STRUCTURES R&M									
003649	C J MORGAN INC	2023044		0	2023	11	INV	P	164,177.47	083123	298528 MB2022-680:WATER RE
004058	RJM MCQUEEN CONTRACT	2823		0	2023	11	INV	P	246,065.54	083123	298649 MB2022-680:SEWER RE
004058	RJM MCQUEEN CONTRACT	2824		0	2023	11	INV	P	10,480.00	083123	298649 MB2022-680:SEWER RE
004058	RJM MCQUEEN CONTRACT	2825		0	2023	11	INV	P	13,148.87	083123	298649 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2826		0	2023	11	INV	P	19,148.74	083123	298649 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2828		0	2023	11	INV	P	50,268.00	083123	298649 MB2022-680: SEWER R
									339,111.15		
ACCOUNT TOTAL									503,288.62		
009676	638600	CONSTRUCTION EQUIP R&M									
002083	ALLBRITTON CHAIN SAW	16305		2304616	2023	11	INV	P	22.50	083123	298503 REPAIRS RED MAX EBZ
ACCOUNT TOTAL									22.50		
009676	739900	OTHER EQUIPMENT									
002957	GROVER BROS RESTAURA	36933		2304354	2023	11	INV	P	4,900.00	083123	298566 CUBE STYLE ICE MAKE
ACCOUNT TOTAL									4,900.00		
ORG 009676 TOTAL									524,968.57		
009677	630500	W&S O&M-SEWER LAGOON DIV. ELECTRICITY									
003700	MS POWER COMPANY	e2023	8.11.2023	0	2023	11	INV	P	36,612.38	083123	298613 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023	8.23.23	0	2023	11	INV	P	769.95	083123	298615 MS POWER VARIOUS DE
									37,382.33		
003873	PEARL RIVER VALLEY E	2023	8.21.23	0	2023	11	INV	P	286.35	083123	298633 PEARL RIVER VALLEY
ACCOUNT TOTAL									37,668.68		
009677	638000	FIXED EQUIPMENT R&M									
003348	L & A CONTRACTING CO	483-246		0	2023	11	INV	P	42,390.00	083123	298592 MB2016-64: LAGOONS
003707	MS STATE/DEPT OF HEA	MS0180008-2023		0	2023	11	INV	P	40,000.00	083123	298621 WATER QUALITY ANALY
ACCOUNT TOTAL									82,390.00		
ORG 009677 TOTAL									120,058.68		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
FUND 009	WATER & SEWER OPERATION/MAINT.		TOTAL:			988,587.21			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT		CHECK	DESCRIPTION
019100				POL.FORFEITURES-POLICE DIV.						
019100 559000				OTHER OPERATING MATL/SPLY						
004459	TRI-TECH FORENSICS	00877888	2302206	2023 11	INV P	452.10	083123	298680	SEM COLLECTION DEVI	
ACCOUNT TOTAL						452.10				
ORG 019100 TOTAL						452.10				
FUND 019 POLICE FORFEITURES FUND						TOTAL:		452.10		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
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 23626				0	2023 11	INV P	3,342.98	083123	298657	MB 2021-171	COUNTRY
ACCOUNT TOTAL							3,342.98				
ORG 072201 TOTAL							3,342.98				
FUND 072 MUNICIPAL ROAD & BRIDGE							TOTAL:		3,342.98		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
073570			MASS TRANSIT-TRANSPORTATION								
073570 571001			REPAIR PARTS - FIXED ROUTE								
002796	FASTSIGNS OF HATTIES	2153-11081	2304268	2023	11	INV	P	816.73	083123	298557	HCT BUS STOPS SIGNS
ACCOUNT TOTAL								816.73			
073570 606000			TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X080823	0	2023	11	INV	P	318.60	083123	298512	MB#2016-287/WIRELES
ACCOUNT TOTAL								318.60			
073570 611000			TRAVEL EXPENSE								
004095	RUSSELL, CALVIN	9851	0	2023	11	INV	P	123.04	083123	298651	CALVIN RUSSELL REIM
ACCOUNT TOTAL								123.04			
073570 630500			ELECTRICITY								
003700	MS POWER COMPANY	e2023 8.11.2023	0	2023	11	INV	P	961.40	083123	298613	MS POWER VARIOUS DE
ACCOUNT TOTAL								961.40			
073570 638400			MOTOR VEHICLE EQ. R&M								
002565	COURTESY MOTORS INC	329576	2303945	2023	11	INV	P	589.86	083123	298547	FRONT & BACK BRAKE
048827	CARQUEST	14758-26671	2303788	2023	11	INV	P	133.41	083123	298531	BATTERIES FOR JEEP
ACCOUNT TOTAL								723.27			
073570 638501			BUS EQUIP R&M-FIXED ROUTE								
002565	COURTESY MOTORS INC	326392	2303205	2023	11	INV	P	1,515.67	083123	298547	REPAIR-WIRING BUS #
ACCOUNT TOTAL								1,515.67			
073570 639900			OTHER REPAIRS AND MAINT.								
048827	CARQUEST	14758-26671	2303788	2023	11	INV	P	210.16	083123	298531	BATTERIES FOR JEEP
ACCOUNT TOTAL								210.16			
073570 643000			UNIFORM RENT								
002471	CINTAS CORPORATION # 4165194112		0	2023	11	INV	P	153.66	083123	298536	HCT UNIFORM RENTALS
002471	CINTAS CORPORATION # 4165898554		0	2023	11	INV	P	149.21	083123	298536	HCT UNIFORM RENTALS
								302.87			
ACCOUNT TOTAL								302.87			
073570 741000			BUSES								
004297	SOUTHERN TIRE MART (	2520130956	2303787	2023	11	INV	P	2,100.00	083123	298668	LABOR TO INSTALL FR
ACCOUNT TOTAL								2,100.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
		ORG 073570	TOTAL			7,071.74			
FUND 073	MASS TRANSIT FUND		TOTAL:			7,071.74			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	546000			MINOR EQUIPMENT							
048420	BAKER DISTRIBUTING	EC47073		2303895	2023 11	INV	P		204.00	083123	298514 MATERIAL TO REPAIR
				ACCOUNT TOTAL					204.00		
077650	560500			ELECTRICAL SUPPLIES							
002101	AMERICAN APPLIANCE &	22146		2303944	2023 11	INV	P		66.40	083123	298506 P&R COMM CENTER-A/C
				ACCOUNT TOTAL					66.40		
077650	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X080823	0	2023 11	INV	P			60.32	083123	298512 MB#2016-287/WIRELES
				ACCOUNT TOTAL					60.32		
077650	630000			GAS							
004321	SPIRE	G2023 8.17.23	0	2023 11	INV	P			53.22	083123	298671 SPIRE VARIOUS DEPTS
				ACCOUNT TOTAL					53.22		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023 8.23.23	0	2023 11	INV	P			5,548.69	083123	298615 MS POWER VARIOUS DE
				ACCOUNT TOTAL					5,548.69		
077650	635000			BUILDING R&M							
003225	JACKSON, ROOSEVELT I	123002		2304636	2023 11	INV	P		4,800.00	083123	298582 SIGLER CENTER EXTER
				ACCOUNT TOTAL					4,800.00		
				ORG 077650	TOTAL				10,732.63		
FUND 077 COMMUNITY CENTERS' FUND									TOTAL:	10,732.63	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
079605				COVID FISCAL	RECOVERY EXPENSES						
079605 743500					FIRE TRUCKS						
002733	EMERGENCY EQUIPMENT	375994		0	2023 11	INV P	1,297,567.47	083123	298552	ARPA MB 2022-24: FI	
ACCOUNT TOTAL							1,297,567.47				
ORG 079605 TOTAL							1,297,567.47				
FUND 079 COVID FISCAL RECOVERY FUNDS							TOTAL:	1,297,567.47			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
082285								CDBG-ENTITLEMENTS	
082285	570000							MTR VEHICLE REP. PTS/SPL	
003421	LIL TIRE SHOPPE (BR 1120954	2304107	2023 11	INV	P	694.26	083123	298599 TIRES FOR VEHICLE #	
						694.26		ACCOUNT TOTAL	
						694.26		ORG 082285 TOTAL	
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT						694.26		TOTAL:	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN							
086300	7295PR			CAPITAL PROJECTS							
002796	FASTSIGNS OF HATTIES	2153-10463	2302668	2023 11	INV	P			255.00	083123	298557 YARD SIGNS WITH STA
002796	FASTSIGNS OF HATTIES	2153-10750	2303756	2023 11	INV	P			164.14	083123	298557 WET PAINT SIGNS - F
									419.14		
003385	LANDRY LEWIS GERMANY CN	22-3922-011	0	2023 11	INV	P			316.92	083123	298596 MB 2021-454 JAYCEE
003518	MAX MULTIMEDIA & CAB	2460	2304239	2023 11	INV	P			5,800.00	083123	298602 2 QUOTE -ACOUSTIC T
003518	MAX MULTIMEDIA & CAB	2466	2304463	2023 11	INV	P			52,435.00	083123	298602 TWO-QUOTE AUDIO SYS
									58,235.00		
004504	UNITED FENCE COMPANY	25956	0	2023 11	INV	P			6,936.00	083123	298686 UNITED FENCE COMPAN
047043	PORTABLE TOILETS	102907	2302891	2023 11	INV	P			4,500.00	083123	298640 3-STALL RESTROOM TR
049598	PHOENIX CONSTRUCTION	JAYCEE PARK IMPR #8	0	2023 11	INV	P			18,708.35	083123	298637 MB 2022-74 JAYCEE P
				ACCOUNT TOTAL					89,115.41		
			ORG 086300	TOTAL					89,115.41		
	FUND 086	SPEC SALES TAX P&R/UNIV IMPROV		TOTAL:					89,115.41		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
087601				INDUSTRIAL PK-G.O.ACQUISITIONS							
087601	600500			ADMINISTRATIVE FEE							
002143	AREA DEVELOPMENT PAR	341	0	2023 11 INV P		875.00	083123		298507	ADMIN FEES QE 9/202	
				ACCOUNT TOTAL		875.00					
087601	601500			ENGINEERING							
050163	LANDMARK SURVEYING &	6645	0	2023 11 INV P		3,200.00	083123		298595	WATER TOWER SITE SU	
				ACCOUNT TOTAL		3,200.00					
087601	602500			LEGAL							
004171	SHEMPER, MICHAEL J P	136	0	2023 11 INV P		2,337.50	083123		298655	LEGAL SERVICES THRO	
004677	WISE CARTER CHILD &	236818	0	2023 11 INV P		250.00	083123		298698	SERVICES RENDERED T	
047720	HOWDESHELL, PITTMAN	1298	0	2023 11 INV P		3,858.29	083123		298575	LEGAL SERVICES THRO	
				ACCOUNT TOTAL		6,445.79					
087601	639902			RAIL SPURS MAINTENANCE							
002544	CONTINENTAL RAILS &	14133	0	2023 11 INV P		4,708.00	083123		298545	EMERGENCY RAIL REPA	
				ACCOUNT TOTAL		4,708.00					
				ORG 087601 TOTAL		15,228.79					
FUND 087 INDUSTRIAL PARK DEVELOPMENT						TOTAL:	15,228.79				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/11 TO 2023/11													
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 #6	0	2023	11	INV	P	90,450.55	083123	298541	MB	2021-480	HALL AV
003228	JACKSON, TULLOS & RO	9999	0	2023	11	INV	P	647.89	083123	298583	MB	2021-229	HALL AV
048667	R & J CONSTRUCTION	HALL AVE EAST #16	0	2023	11	INV	P	626,041.89	083123	298645	MB	2021-325	HALL AV
048667	R & J CONSTRUCTION	HALL AVE WEST #3	0	2023	11	INV	P	1,592,232.06	083123	298645	MB	2022-74	HALL AVE
								2,218,273.95					
ACCOUNT TOTAL								2,309,372.39					
ORG 088603 TOTAL								2,309,372.39					
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION TOTAL:								2,309,372.39					

** END OF REPORT - Generated by Jacqueline Thorne **