

Tuesday, December 19, 2023 | **City Council** | **Council Chambers**
5:00 PM | **Tuesday Meeting Agenda** | **200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments - Add Policy Items #20 and #21 at the request of the Administration.

20.	**2023-948**	Adopt a Resolution lifting the moratorium on any commercial and/or multi-family developments in the Broadway Drive and West Pine Corridors.
21.	**2023-949**	Adopt a Resolution authorizing the City Attorney to bring action in Forrest County Chancery Court to abate the public nuisance operating as the Dragon House.
R#10	**2023-950**	Addendum to the claims docket, invoice payable to Rawls Springs Utility District.

POLICY AGENDA

1.	**2023-912**	Approve the minutes for the December 4 & 5, 2023 meetings of the City Council.
2.	**2023-906**	Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
3.	**2023-761**	Adopt an Ordinance request to rezone property made by Monica Tisack with the University of Southern Mississippi, representative, Cameron Nuzzo, Facility Manager of the USM ICP Park, and Kelly Lucas, representative. The request is to rezone property of approximately 500 acres along Classic Drive from Single-Family Residential (R-1A) to Planned Mixed-Use Development (PMD-PD) in Forrest County, Ward 1.
4.	**2023-760**	Adopt an Ordinance amending the Land Development Code, Ord. No. 3209 requested by the City of Hattiesburg. The amendments are to Section 5 Use Regulations, Section 13 Definitions, and Section 14 Appendix.

5. **2023-933** Adopt an Ordinance amending Section1 of Ordinance Number 3173, regulating the hours for the opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg.

6. **2023-944** Adopt an Ordinance amending Section 2-71 of Ordinance Number 2440, adopted March 2, 1993; and amending Ordinance Number 2358, adopted October 16, 1990, amending tournament field rental fees for the Parks and Recreation Department.

7. **2023-943** Adopt an Ordinance establishing fees and conditions for rental use of the Hattiesburg Community Arts Center.

8. **2023-909** Adopt Resolution authorizing application for the T-Mobile Hometown Grant for $50,000 to help fund renovations for Hattiesburg's Dahmer Park, and authorize the Mayor to execute the same.

9. **2023-902** 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.

10. **2023-932** Approve Software and Maintenance Agreement between the City of Hattiesburg and Colossus Incorporated for software services to be used by the Hattiesburg Fire Department and authorize the Mayor to execute the same.

11. **2023-903** 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.

12. **2023-935** Approve Maintenance Agreement with Tyler Technologies for network support services for a period beginning January 1, 2024, and ending December 31, 2024.

13. **2023-920** Authorize acceptance of a proposal from R. J. Young for the purchase of a Canon TX 4100 MFP Z36/Stacker wide format printer system at a cost of $11,274.35 and Supply & Maintenance Plan at a cost of $50.00 per month plus consumables for a term of 3 years; Authorize the Mayor to execute purchase agreement.

14. **2023-919** Acknowledge receipt of closing documents for the Jaycee Park Field Improvements project constructed by J. W. Chain Contractors, LLC and authorize Final Acceptance of the project.

15. **2023-945** Approve Option to Purchase Agreement between City of Hattiesburg and 300 Hardy Street, LLC, to purchase property located at 300 Hardy Street as per attached agreement and authorize issuance of manual check for option amount.

16. **2023-900** Ratify and confirm the Mayor's appointment of Eric Boney (W2) to the Board of Adjustment for a three-year term beginning January 1, 2024, and ending December 31, 2026.

17. **2023-908** Ratify and confirm the Mayor's appointment of John Eye (W1) to the Board of Adjustment for a three-year term beginning January 1, 2024, and ending December 31, 2026.

18. **2023-917** Ratify and confirm the Mayor's reappointment of Stacey Ready (W4) to the Board of Adjustment for a three-year term beginning January 1, 2024, and ending December 31, 2026.

19. **2023-918** Ratify and confirm the Mayor's reappointment of Elizabeth Schwartz (W4) to the Hattiesburg Historic Conservation Commission for a three-year term beginning January 1, 2024, and ending December 31, 2028.

ROUTINE AGENDA

1. **2023-911** Acknowledge receipt of the monthly budget report for the month ending November 30, 2023.

2. **2023-934** Acknowledge privilege tax license report for the month of November 2023.

3. **2023-913** Acknowledge receipt of term bids for Lot Clearing/Grass Cutting Services on December 19, 2023 and award bid to Terry’s Backhoe & Tree Service, LLC for the term of January 1, 2024 through December 31, 2024.

4. **2023-914** Acknowledge receipt of term bids for Demolition Services on December 19, 2023, and award the bid to MSP Enterprise as the only bid received for the term from January 1, 2024, to December 31, 2024.

5. **2023-916** Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendments to the FY 2023-2026 Transportation Improvement Plan (TIP); authorize publication of notice.

6. **2023-930** Approve and authorize Request for Proposals for Disaster Recovery Consulting Services for the City of Hattiesburg; authorize publication of advertisement for same.

7. **2023-910** Approve and authorize publication of a Request for Proposals for Lead Abatement Contractors for the City's LeadSafe Hattiesburg Program.

8. **2023-904** Approve Specifications and Authorize publication of an advertisement to purchase One (1) or more Police Pursuit package vehicles with a driver-side spotlight, white, black or gray in color, for the Hattiesburg Police Department.

9. **2023-907** Approve specifications and authorize publication of Advertisement for Highway 11 Lighting Project for the City of Hattiesburg Engineering Department.

10. **2023-915** Approve claims docket for the period ending December 15, 2023.

In Memoriam:

- Mrs. Mary Alice Berry Bowser
- Ms. Kaitlyn Simone Clark
- Mr. Jose Moran Flores
- Mr. Dwight F. Stobb

Meeting Adjourn

Memorandum

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

From: **Ann Jones**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Adopt a Resolution lifting the moratorium on any commercial and/or multi-family developments in the Broadway Drive and West Pine Corridors.**
File Number: 2023-948
Minute Book #

Summary
Lifting moratorium on development along Broadway and West Pine

Recommendation Statement
I recommend adoption of the Resolution.

Please place this on the December 19, 2023 City Council meeting for consideration.

RESOLUTION

ADOPT A RESOLUTION LIFTING THE MORATORIUM ON ANY COMMERCIAL AND/OR MULTI-FAMILY DEVELOPMENTS IN THE BROADWAY DRIVE AND WEST PINE CORRIDORS

WHEREAS, on September 5, 2023, the City Council of Hattiesburg, Mississippi ("the Council"), adopted Resolution 2023-133 approving a 180-day moratorium on any commercial and/or multi-family development in the Broadway Drive and West Pine Corridor; and

WHEREAS, the City of Hattiesburg, Mississippi, ("the City") has solicited proposals for development regulations along the Broadway Drive and West Pine Corridor ("the Corridor"), and it is currently evaluating these proposals; and

WHEREAS, it has become apparent through the review of these proposals that the study and development of regulations along the Corridor will take at least one year, if not longer, to complete, in part because the entire Corridor is Sixteen Section land; and

WHEREAS, there is currently significant existing development in the study footprint, and the Council is concerned that halting possible development while the study is being undertaken and completed could harm development.

BE IT RESOLVED that the moratorium on any commercial and/or multi-family development in the Broadway Drive and West Pine Corridor adopted by the Council on September 5, 2023, in Resolution 2023-133, be and the same is hereby LIFTED and Resolution 2023-133 be and is hereby RESCINDED.

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:

The President thereby declared the motion carried and the resolution adopted, this the 19th day of December, 2023.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of December 2023.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Memorandum

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

From: **Ann Jones**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Adopt a Resolution authorizing the City Attorney to bring action in Forrest County Chancery Court to abate the public nuisance operating as the Dragon House.**
File Number: 2023-949
Minute Book #

Summary
public nuisance abatement - Dragon House

Recommendation Statement
I recommend adoption of the Resolution.

Please place this on the December 19, 2023 City Council meeting for consideration.

RESOLUTION NO. _____

WHEREAS, one of the primary responsibilities of the governing authorities of the City of Hattiesburg ("the City") is to secure the general safety, protection and welfare of the residents and businesses of the City; and

WHEREAS, when a business or organization operates or allows its customers and/or patrons or others who come on its property to act in a manner that endangers the safety, protection and welfare of its patrons, area residents, businesses and customers of area businesses, so that the operation of such a business or organization may be properly deemed a public nuisance, it is appropriate for the governing authorities of the City to bring an action in Court to abate said public nuisance; and

WHEREAS, various illegal and obnoxious activities have repeatedly occurred in and near the Dragon House, 6131 U.S. Highway 49, Hattiesburg, Forrest County, Mississippi ("the Dragon House"), including, but not limited to, fights, shootings, robbery, and vandalism; and

WHEREAS, between January 28, 2017, and December 9, 2023, thirty-three (33) incidents occurred at 6131 U.S. Highway 49, Hattiesburg, Forrest County, Mississippi, in which Hattiesburg Police Department (HPD) officers were dispatched to the Dragon House, which incidents included aggravated assault, petit larceny, auto larceny, armed robbery, simple assault, malicious mischief, grand theft auto, disorderly conduct, illegal possession of firearms, and underage drinking; and

WHEREAS, the latest incident occurred on December 9, 2023, when, at approximately 11:39 p.m., officers of the Hattiesburg Police Department (HPD) responded to a shooting in the parking lot at 6131 U.S. Highway 49. Upon arrival, the HPD officers learned that three (3) people had been shot and had been transported to Forrest General Hospital. Numerous shell casings were recovered by HPD officers in and around the Dragon House; and

WHEREAS, having to repeatedly respond to these incidents has put a strain on the resources of HPD since but for having to respond to these incidents at this single location HPD could more effectively provide law enforcement services to the entire City of Hattiesburg.

NOW, THEREFORE, having been presented evidence of these continuous and repeated obnoxious and illegal activities occurring in and around the Dragon House, the City Council of the City of Hattiesburg, Mississippi, has determined and FINDS that the operation of the Dragon House constitutes a public nuisance and should be abated.

BE IT RESOLVED that the City Council of the City of Hattiesburg authorizes and directs the City Attorney to bring an action in the Forrest County Chancery Court or other appropriate venue to immediately and permanently abate the public nuisance operating as the Dragon House.

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:

The President thereby declared the motion carried and the resolution adopted, this the 19th day of December, 2023.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of December 2023.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Addendum to the claims docket, Invoice payable to Rawls Springs Utility District.**
File Number: 2023-950
Minute Book #

Summary
Invoice payable to Rawls Springs Utility District, in the amount of $600,000.00.

Recommendation Statement
I recommend approval of payment of invoice.

Please place this on the December 19, 2023 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Dave Ware*	*Nicholas Brown*

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: December 19,2023

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING DECEMBER 15, 2023

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
075	RAWLS SPRINGS UTILITY DISTRICT	RAWLS23	N/A	SEWER PROJECT CAUSE NO 37	12/19/23	7500065	600,000.00
					TOTAL		600,000.00

Memorandum

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

From: **Lisa Luu**

cc: **Ronda Kennedy, Clerk of Council**

Date: **Tuesday, December 19, 2023**

Re: **Approve the minutes for the December 4 & 5, 2023 meetings of the City Council.**
File Number: 2023-912
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 December 19, 2023 City Council meeting for consideration.

Published Agenda

Monday, December 4, 2023	**City Council**	**Council Chambers**
4:00 PM	**Monday Meeting Agenda**	**200 Forrest Street**

Call to Order
Agenda Adjustments – Delete Routine Item #2.
Agenda Review
Work Session
1. **2023-899** Sunday brunch hours, requested by Council member Carter Carroll.

Citizens' Forum
Meeting Recess

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Call to Order

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

Agenda Adjustments - Delete Routine Item #2.

Agenda Review

Council President George proceeded with the Agenda Review.

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

Work Session

Council President George proceeded with the Work Session, which included:

1. **2023-899** Sunday brunch hours, requested by Councilmember Carter Carroll.

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:

- Eric Steele

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

Council Vice President Ware closed the Citizen Forum.

Meeting Recess

Council President George declared the **meeting recessed at 4:11 p.m., this 4th day of December, 2023**, by unanimous consent, until the 5th day of December, 2023.

ATTEST: **APPROVE:**

_____ _____

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

_____ _____

City Clerk **Mayor**

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Published Agenda

Tuesday, December 5, 2023	City Council	Council Chambers
5:00 PM	Tuesday Meeting Agenda	200 Forrest Street

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1.	**2023-880**	Approve the minutes for the November 20 & 21, 2023 meetings of the City Council.
2.	**2023-898**	Adopt an Ordinance amending Ordinance 3223 in advance of New Year's Eve, December 31, 2023, to extend the hours of operation for public and private commercial establishments to allow consumption of alcoholic beverages in the City of Hattiesburg.
3.	**2023-866**	Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate Edwards Street Improvement Project - James St. to Tuscan Avenue and authorize the Mayor to execute the attached request letter.
4.	**2023-883**	Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Burkett's Creek East Sewer Project and authorize the Mayor to execute in duplicate.
5.	**2023-863**	Approve Agreement for Professional Services with Neel-Schaffer, Inc. to provide engineering services related to the Sims Road Boat Ramp project for a fixed fee of $94,140.00 and Authorize the Mayor to execute in duplicate.
6.	**2023-879**	Approve Standard Lease Agreement with Mississippi Power to install 28 new LED fixtures at the Midtown Green Park at a monthly cost of $3,546.00 and authorize the Mayor to execute in duplicate.
7.	**2023-875**	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.
8.	**2023-862**	Acknowledge Statement of Qualifications received for Engineering Consulting Services for the Hattiesburg Bobby L. Chain Municipal Airport; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation.
9.	**2023-884**	Approve Rental Agreement between the City of Hattiesburg and R J Young Company for one (1) copier to be located in the Hattiesburg Planning Department in the amount not to exceed $345.41 per month for 60 months and authorize the Mayor to execute the same.
10.	**2023-886**	Approve Agreement with Landry Lewis Germany Architects, P.A., to provide architectural services related to restroom and exterior improvements at Tatum Park and authorize the Mayor to execute the same.
11.	**2023-864**	Approve Advertising Sponsorship for the 2023 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed $25,000.00 and authorize issuance of manual check for the same.
12.	**2023-888**	Approve Agreement with Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents and authorize the Mayor to execute the same.
13.	**2023-889**	Approve Agreement with Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg area residents and authorize the Mayor to execute the same.
14.	**2023-894**	Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for children and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents and authorize the Mayor to execute the same.
15.	**2023-897**	Approve the State holiday schedule as the City's holidays for the fiscal year 2023-2024 in accordance with MS Code 3-3-7, per attached list.
16.	**2023-867**	Accept grant award from the Mississippi Emergency Management Agency 2020 Hazard Mitigation Grant Program in the amount of $155,911.00 ($116,933.26 federal match and $38,977.75 local match), Approve Agreement and authorize the Mayor to execute the same.
17.	**2023-896**	Ratify and confirm the Mayor's appointment of Amy Sproles Smith to the Hattiesburg Historic Conservation Commission to fill the unexpired term of Terri Bell, for a term beginning December 5, 2023, and ending November 16, 2024.

ROUTINE AGENDA

1.	**2023-881**	Acknowledge receipt of a request filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023. Set a public hearing before the City Council on January 2, 2023, at 4:00 p.m. and authorize publication of public notice for the hearing.
2.	**Removed**	

3.	**2023-895**	Acknowledge receipt of Release of Fuel Facility located at Bobby L. Chain Municipal Airport to the City of Hattiesburg from Rebel Aviation, LLC, and Hattiesburg Hanger Association, Inc., as per attached documents.
4.	**2023-878**	Acknowledge receipt of the two quote docket for the period of October 25, 2023 through November 27, 2023.
5.	**2023-887**	Acknowledge receipt of the FY 2022-2023 Expenditure Report from Hattiesburg Youth Soccer Association.
6.	**2023-890**	Acknowledge receipt of the FY 2023 Hattiesburg Little League Expenditure Report.
7.	**2023-892**	Acknowledge receipt of the 2023 Expenditure Report for the Hattiesburg Dixie Boys Baseball.
8.	**2023-893**	Acknowledge receipt of the FY 2023 Expenditure Report from the Hattiesburg Arts Council.
9.	**2023-865**	Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.
10.	**2023-885**	Approve claims docket for the period ending November 30, 2023.

In Memoriam:

- Mrs. Vickie Sue Tankersley Hanna
- Dr. Tommy King
- Mrs. Deborah List Schell
- Mr. Danny Jones
- Mr. Lowell E. Webb
- Mr. Louis Dempsey Lee, Sr.
- Ms. Genevieve Feyen
- Ms. JoAnn Hill
- Ms. Krista Guice Boyte
- Mr. Karey Keys
- Ms. Delores Nicholson

Meeting Adjourn

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Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, December 5, 2023**, in Council Chambers at City Hall; same being from a recessed meeting held on December 4, 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.

Call to Prayer and Pledge of Allegiance

The prayer was given by Pastor Jeremy Morgan of Hardy Street Baptist 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.

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2023-880** Approve the minutes for the November 20 & 21, 2023 meetings of the City Council.

Attachments: 11-20-2023 AR Mins.
11-21-2023 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the minutes for the November 20 & 21, 2023 meetings of the City Council.

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

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

Nays: 0

2. **2023-898** Adopt an Ordinance amending Ordinance 3223 in advance of New Year's Eve, December 31, 2023, to extend the hours of operation for public and private commercial establishments to allow consumption of alcoholic beverages in the City of Hattiesburg.

Attachments: ORDINANCE Extending Hours on NYE

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt an Ordinance (#3336) amending Ordinance 3223 in advance of New Year's Eve, December 31, 2023, to extend the hours of operation for public and private commercial establishments to allow consumption of alcoholic beverages in the City of Hattiesburg.

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

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

Nays: 0

3. **2023-866** Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate Edwards Street Improvement Project - James St. to Tuscan Avenue and authorize the Mayor to execute the attached request letter.

Attachments: Edwards Street Project Initiation Res
Starita Initiation Ltr

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt a Resolution (#2023-168) requesting the Mississippi Department of Transportation (MDOT) to initiate Edwards Street Improvement Project - James St. to Tuscan Avenue and authorize the Mayor to execute the attached request letter.

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

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

Nays: 0

4. **2023-883** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Burkett's Creek East Sewer Project and authorize the Mayor to execute in duplicate.

Attachments: 1235-210 - Agreement between Owner and SDW_partial ex 2023.11.27

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Burkett's Creek East Sewer Project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

5. **2023-863** Approve Agreement for Professional Services with Neel-Schaffer, Inc. to provide engineering services related to the Sims Road Boat Ramp project for a fixed fee of $94,140.00 and Authorize the Mayor to execute in duplicate.

Attachments: Sims Rd Boat Ramp - Letter Agreement

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Agreement for Professional Services with Neel-Schaffer, Inc. to provide engineering services related to the Sims Road Boat Ramp project for a fixed fee of $94,140.00 and Authorize the Mayor to execute in duplicate.

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

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

Nays: 0

6. **2023-879** Approve Standard Lease Agreement with Mississippi Power to install 28 new LED fixtures at the Midtown Green Park at a monthly cost of $3,546.00 and authorize the Mayor to execute in duplicate.

Attachments: MIDTOWN GREEN PARK LIGHTING AGREEMENT

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Standard Lease Agreement with Mississippi Power to install 28 new LED fixtures at the Midtown Green Park at a monthly cost of $3,546.00 and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

7. **2023-875** 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 – Bonhomie

A MOTION was made by Council Member Carroll and seconded by Council Member Brown 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: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

8. **2023-862** Acknowledge Statement of Qualifications received for Engineering Consulting Services for the Hattiesburg Bobby L. Chain Municipal Airport; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation.

Attachments: Neel-Schaffer - HBG SOQ
Richard C. Lambert Consultants SOQ

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Acknowledge Statement of Qualifications received for Engineering Consulting Services for the Hattiesburg Bobby L. Chain Municipal Airport; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation.

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

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

Nays: 0

9. **2023-884** Approve Rental Agreement between the City of Hattiesburg and R J Young Company for one (1) copier to be located in the Hattiesburg Planning Department in the amount not to exceed $345.41 per month for 60 months and authorize the Mayor to execute the same.

Attachments: RJ YOUNG COPY MACHINE LEASE AGREEMENT

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Rental Agreement between the City of Hattiesburg and R J Young Company for one (1) copier to be located in the Hattiesburg Planning Department in the amount not to exceed $345.41 per month for 60 months and authorize the Mayor to execute the same.

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

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

Nays: 0

10. **2023-886** Approve Agreement with Landry Lewis Germany Architects, P.A., to provide architectural services related to restroom and exterior improvements at Tatum Park and authorize the Mayor to execute the same.

Attachments: 4030 Owner Architect Agreement for Signature

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Agreement with Landry Lewis Germany Architects, P.A., to provide architectural services related to restroom and exterior improvements at Tatum Park and authorize the Mayor to execute the same.

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

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

Nays: 0

11. **2023-864** Approve Advertising Sponsorship for the 2023 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed $25,000.00 and authorize issuance of manual check for the same.

Attachments: MS Association of Coaches Sponsorship

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Advertising Sponsorship for the 2023 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed $25,000.00 and authorize issuance of manual check for the same.

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

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

Nays: 0

12. **2023-888** Approve Agreement with Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents and authorize the Mayor to execute the same.

Attachments: HYSA Agreement

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Agreement with Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents and authorize the Mayor to execute the same.

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

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

Nays: 0

13. **2023-889** Approve Agreement with Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg area residents and authorize the Mayor to execute the same.

Attachments: Final 2024 Little League Agreement

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Agreement with Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg area residents and authorize the Mayor to execute the same.

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

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

Nays: 0

14. **2023-894** Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for children and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents and authorize the Mayor to execute the same.

Attachments: Hattiesburg Civic Arts Council Contract

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for children and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents and authorize the Mayor to execute the same.

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

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

Nays: 0

15. **2023-897** Approve the State holiday schedule as the City's holidays for the fiscal year 2023-2024 in accordance with MS Code 3-3-7, per attached list.

Attachments: 2023-2024 Holiday Schedule

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve the State holiday schedule as the City's holidays for the fiscal year 2023-2024 in accordance with Ms Code 3-3-7, per attached list.

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

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

Nays: 0

16. **2023-867** Accept grant award from the Mississippi Emergency Management Agency 2020 Hazard Mitigation Grant Program in the amount of $155,911.00 ($116,933.26 federal match and $38,977.75 local match), Approve Agreement and authorize the Mayor to execute the same.

Attachments: City of Hattiesburg Funding Agreement 4429-0036
DR-4429-0036 City of Hattiesburg - 2020 Acquisition Project Approval 10.11.2023

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Accept grant award from the Mississippi Emergency Management Agency 2020 Hazard Mitigation Grant Program in the amount of $155,911.00 ($116,933.26 federal match and $38,977.75 local match), Approve 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: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

17. **2023-896** Ratify and confirm the Mayor's appointment of Amy Sproles Smith to the Hattiesburg Historic Conservation Commission to fill the unexpired term of Terri Bell, for a term beginning December 5, 2023, and ending November 16, 2024.

Attachments: Amy Smith
Data Sheet- Sproles HCC

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Ratify and confirm the Mayor's appointment of Amy Sproles Smith to the Hattiesburg Historic Conservation Commission to fill the unexpired term of Terri Bell, for a term beginning December 5, 2023, and ending November 16, 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

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

1. **2023-881** Acknowledge receipt of a request filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023. Set a public hearing before the City Council on January 2, 2023, at 4:00 p.m. and authorize publication of public notice for the hearing.

Attachments: Appeal of PC Decision to City Council
Appeal Letter_use determination_1st appeal

2. **- Removed -**

3. **2023-895** Acknowledge receipt of Release of Fuel Facility located at Bobby L. Chain Municipal Airport to the City of Hattiesburg from Rebel Aviation, LLC, and Hattiesburg Hanger Association, Inc., as per attached documents.

Attachments: Bobby Chain Airport -Release of Fuel Facility 12.5.23

4. **2023-878** Acknowledge receipt of the two quote docket for the period of October 25, 2023 through November 27, 2023.

Attachments: December 5, 2023 Council Agenda

5. **2023-887** Acknowledge receipt of the FY 2022-2023 Expenditure Report from Hattiesburg Youth Soccer Association.

Attachments: HYSA EXPENSES 2023

6. **2023-890** Acknowledge receipt of the FY 2023 Hattiesburg Little League Expenditure Report.

Attachments:. Hburg Lil League Exp Report 2023

7. **2023-892** Acknowledge receipt of the 2023 Expenditure Report for the Hattiesburg Dixie Boys Baseball.

Attachments: Dixie Boys ER

8. **2023-893** Acknowledge receipt of the FY 2023 Expenditure Report from the Hattiesburg Arts Council.

Attachments: Arts Council ER

9. **2023-865** Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.

Attachments: Memo's (12-05-2023)
Receipts (12-05-2023)
Deeds (12-05-2023)

10. **2023-885** Approve claims docket for the period ending November 30, 2023.

Attachments: DOCKET 23.11.30 revised
DT 23.11.30

In Memoriam:

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

- Mrs. Vickie Sue Tankersley Hanna
- Dr. Tommy King
- Mrs. Deborah List Schell
- Mr. Danny Jones
- Mr. Lowell E. Webb
- Mr. Louis Dempsey Lee, Sr.
- Ms. Genevieve Feyen
- Ms. JoAnn Hill
- Ms. Krista Guice Boyte
- Mr. Karey Keys
- Ms. Delores Nicholson

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:10 p.m., this 5th day of December, 2023**, by unanimous consent, until the 18th day of December, 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: **Ann Jones**

cc: **Wiley Quinn, Urban Development Director**

Date: **Tuesday, December 19, 2023**

Re: **Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.**
File Number: 2023-906
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 December 19, 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, Urban Development Director

DATE: December 19th, 2023

RE: Adopt Condemnation Resolutions

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.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1	20 Broadacres Drive	27487	1	OGL, AV	Lot Clearing	$4,000	$1,500
2	906 Edwards Street	12918	2	DB, ES, AG&R	Demo	$10,000	$1,500

Garbage & Rubbish=GAR/RUB
Dilapidated Building=DB
Imminent Danger=ID
Open Storage=OS
Abandoned Vehicle=AV
Vacant Structure=VS
Hazardous Tree = HT
Protective Treatment = PT

Accumulation of Garbage and Rubbish = AG&R
Dangerous Structure=DS
Overgrown Lot=OGL
Unsafe Structure=US
Abandoned Structure=AS
Owner Responsibility=OR
Exterior Structure = ES
Prohibited Occupancy = PO

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 20 Broadacres Drive

WHEREAS, on the 21st day of November, 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 18th day of December, 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 uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-024M-31-018.00, PPIN: 27487 20 Broadacres Drive, Hattiesburg, MS, 39401, and better described as: All that part of Section 36, Township 5 North, Range 14 West and Section 31, Township 5 North, Range 13 West, in the County of Forrest, State of Mississippi, being more particularly described as follows: Commencing at the point of intersection of the southern boundary line of the North Half of the Northeast Quarter of the Southeast Quarter of Section 36, Township 5 North, Range 14 West, with the southeasterly right-of-way line of U.S. Highway 59, which point is the point of beginning; thence in a northeasterly direction, then an easterly direction, and then a south easterly direction on and along a curve of the easterly or southerly right-of-way line of U.S. Highway 59 to the point of intersection of said right-of-way with the northern boundary line of the east Half of the Northwest Quarter of the southwest Quarter of Section 31, Township 5 north, range 13 W (said intersection being 25.4 feet West of the north east corner of said Northwest quarter of the Southwest quarter of said section 31); thence West, along the northerly line of the Northwest quarter of the Southwest quarter of said Section 31 a distance of 640.1 feet; thence South along the eastern boundary line of the west half of the Northwest Quarter of the Southwest Quarter of said Section 31 a distance of 1320 feet to the Southeast corner of said West half of the Northwest quarter of the Southwest corner of said Section 31; thence West 660 feet to the Southwest corner of the West half of the Northwest quarter of the Southwest quarter of said section 31; thence North 660 feet to the Southeast corner of the North Half of the Northeast Quarter of the Southeast quarter of section 36, Township 5 North, Range 14 W. Thence West on and along the South boundary line of the North Half of the Northeast quarter of the Southeast quarter of said Section 36, a distance of 675.9 feet to the point of beginning.

WHEREAS, the owner of the property is The Sidney Malone Living Trust

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 uncleanliness 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:

Sanitation (International Property Maintenance Code 302.1), Grading and Drainage

(International Property Maintenance Code 302.2), Sidewalks and Driveways (International Property Maintenance Code 302.3), Weeds (International Property Maintenance Code 302.4), Abandoned Vehicle (International Property Maintenance Code 302.8)

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 19th day of December, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of December, 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 # 2 906 Edwards Street

WHEREAS, on the 21st day of November, 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 18th day of December, 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 uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-150.00, PPIN: 12918, 906 Edwards Street, Hattiesburg, MS, 39401, and better described as: Beginning at the Southwest Corner of Lot One (1) of Block Nine (9), of the J. E. Arledge Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and run thence North 54 feet; thence run East 208 2/3 feet; thence South 54 feet; thence West 208 2/3 feet back to the Point of Beginning, together with all improvements located thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Joseph & Carolyn Williams

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 uncleanliness 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), Exterior Structure (International Property Maintenance Code 304.1.1), 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 19th day of December, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of December, 2023.

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Memorandum

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

From: **Cory Long, Planning Administrator, Nathan Satcher, Planner II**

cc: **Ann Jones**

Date: **Tuesday, December 19, 2023**

Re: **Adopt an Ordinance request to rezone property made by Monica Tisack with the University of Southern Mississippi, representative, Cameron Nuzzo, Facility Manager of the USM ICP Park, and Kelly Lucas, representative. The request is to rezone property of approximately 500 acres along Classic Drive from Single-Family Residential (R-1A) to Planned Mixed-Use Development (PMD-PD) in Forrest County, Ward 1.**
File Number: 2023-761
Minute Book #

Summary
Monica Tisack with the University of Southern Mississippi, representative, Cameron Nuzzo, Facility Manager of the USM ICP Park, and Kelly Lucas, representative request approval for a rezoning request from R-1A (Single-Family Residential) to a Planned Mixed-Used Development (PMU-PD) for property located around the USM Innovation and Commercialization Park located at 46 Shelby Thames Drive. The proposed area for the planned mixed-use development is approximately 500 acres that borders Classic Drive on the north and south in Forrest County, Ward 1. The Planned Mixed-Use Development will be known as “The Garden”. (PPINs: 9508, 9509, 9557, and 33306).

Planning Commission recommended approving on December 6th, 2023 with the following conditions:
1. All subsequent site plans and change of uses shall be treated as a plan amendment in this PMU District and must have a recommendation by the Planning Commission and be Approved by the City Council following the same procedures and requirements for rezoning.

Recommendation Statement
The planning commission recommended to approve

Please place this on the December 19, 2023 City Council meeting for consideration.

November 2023 HPC Item: F
Monica Tisack (USM), Cameron Nuzzo (USM ICP Park) and Kelly Lucas, Representatives
Request for: **Zoning Change From R-1A to PMU-PD (Planned Mixed-Used Development)**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Monica Tisack (USM), Cameron Nuzzo (USM ICP Park) and Kelly Lucas, Representatives

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
Old Airport Rd	2-041H-27-017.00	29647	5

Request: **Zoning Change From R-1A to PMU-PD (Planned Mixed-Used Development)**

Purpose of Request: To request **approval for for a rezoning request from R-1A (Single-Family Residential) to a Planned Mixed-Used Development (PMU-PD)** for property located around the USM Innovation and Commercialization Park located at 46 Shelby Thames Drive. The proposed area for the planned mixed-use development is approximately 500 acres that borders Classic Drive on the north and south in Forrest County, Ward 1. The Planned Mixed-Use Development will be known as "The Garden". (PPINs: 9508, 9509, 9557, and 33306).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

R-1A Single-Family Residential District: The purpose of the R-1A District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.

PMU Planned Mixed-Use District (Proposed): The Planned Mixed-Use District is created to provide a regulatory framework for permitting mixed-use development projects in areas designated as mixed-use within the official Comprehensive Plan and any other specific plans subsequently approved. Specifically, the Planned Mixed-Use District serves to:

- Provide flexibility in the planning and construction of

development projects by allowing a combination of uses developed in accordance with an approved plan that protects adjacent properties.
- Encourage the preservation and enhancement of natural amenities and cultural resources; to protect the natural features of a site that relate to its topography, shape, and size; and to provide for a maximum amount of open space.
- Provide for a more efficient arrangement of land uses, buildings, circulation systems, and infrastructure.
- Encourage infill projects and the development of sites made difficult for conventionally designed development because of shape, size, abutting development, poor accessibility, or topography.

SECTION 4.19.1 **PMU Planned Mixed-Use District.**

4.19.1.2 Eligibility. Eligibility for rezoning to a PMU is based on the City of Hattiesburg Comprehensive Plan as well as other specific plans adopted by the City. Areas generally eligible for rezoning to a Planned Mixed Use District are indicated as Neighborhood Business, General Business, and Planned Unit Development on the Future Land Use Map.

4.19.1.3 District Types. When requesting a rezoning to a new PMU district, the applicant must identify which Comprehensive Plan Area, or areas, applies. Each request for rezoning to a PMU must demonstrate substantial conformance with the characteristics, acceptable land uses and minimum project size as indicated in table 4.6-1.

4.19.1.4 Zoning Map Designation. If approved, all requests for a PMU rezoning shall carry the map designation of PMU along with the abbreviation for the Comprehensive Plan Area it is intended to implement. Abbreviations shall be as follows:
• PMU - NB (Neighborhood Business)
• PMU - GB (General Business)
• PMU - PD (Planned Unit Development)

4.19.1.5 District Regulations.
i. Permitted Uses. There are no permitted uses in the PMU district.
ii. Conditional Uses. All uses within a PMU are conditioned upon review and approval of a detailed site plan and other schematics required to prove consistency with specific regulations within this Code as well as the intent of the Comprehensive Plan. While use-specific conditions shall apply, other conditions required to mitigate incompatibilities and address site-specific conditions as imposed by the applicant or required by City Council shall apply and be binding.
iii. Conditional uses within a PMU shall conform to the acceptable uses list for the Comprehensive Plan Area that is applicable; however, customary accessory uses shall also be permitted as conditional uses. Uses not substantially similar to the uses listed, as

determined by the Director, shall be prohibited.
iv. All requests for rezoning to a PMU-PD shall be accompanied by a detailed site plan indicating specific uses for each phase, parcel and structure. The site plan and the list of uses must conform to all applicable requirements of the LDC as well as rezoning application requirements and shall, once approved, be binding on the property.
v. All requests for rezoning to any PMU except PMU-PD shall be accompanied by sufficient information to determine compliance with all applicable requirements of this Code. However, site plans and specified uses presented as part of the rezoning process shall not be binding on the property if the rezoning is approved and shall be prominently noted as such on any materials presented as part of a public process. Any property configuration or use that is consistent with the characteristics and acceptable uses for the Comprehensive Plan Area indicated shall be permitted upon review and approval by the Site and Design Committee as part of a zoning permit request.

vi. Mix of Uses Required. The PMU District is specifically intended to contain and support a mix of acceptable uses including residential, commercial, office and open spaces located within a walkable and bikable neighborhood.

vii. Change of Use. Subsequent to approval of a PMU-PD District, any change of use shall be reviewed and approved by the Director. Any requested change that is not substantially consistent with the approved plan shall require the applicant to submit a request for plan amendment. Such revision shall be reviewed and approved by the City Council following the same procedures and requirements for rezoning except that the Director may exempt any site plan requirements deemed inapplicable to the request. All changes of use in any other PMU District shall be reviewed and approved by the Site Design and Review Committee prior to issuance of a zoning permit.

viii. Dimensional Standards. The following dimensional standards shall apply to the PMU district unless otherwise approved by City Council as part of a site specific development plan. Any exception to these standards must be shown on the site plan and requested by the applicant in their presentation to the Council including an explanation for the exception. Any exception granted may require the applicant to incorporate conditions or design mitigation strategies imposed by the Council. Such conditions or strategies shall be presented by the Council and agreed to by the applicant prior to the action to rezone.

ix. Open Space. Open space shall be allocated, designed and maintained as an integral part of all PMU District areas. Open space shall be required as follows:
x. At its discretion, the City Council or Site and Design Committee, whichever has authority to approve the plan, may approve a

decrease in the amount of required open space when the plan in□cludes unique design features or amenities that achieve an especially attractive and desirable development such as, but not limited to, terraces, sculptures, water features, preservation and enhancement of unusual natural features, or landscape sculpture (i.e., areas that are intensely landscaped). Open space may be held in common by a property owners association, dedicated to the City for use as a public amenity, or donated to a land con□servancy where it will be held and maintained for the intended use. Permanent ownership and maintenance responsibility of open space by the City is subject to approval by the City.

xi. Design Standards. All uses within a PMU district shall be subject to specific design standards as detailed in Section 6 Design Standards in addition to any other standards stipulated in adopted area plans. Where conflicts between standards exist between the two, standards in the adopted plan shall prevail.

xii. Design Mitigation. When submitting any application for rezoning to a PMU or any zoning permit request within an existing PMU, the applicant shall make a particular effort to mitigate potential incompatibilities with adjacent zoning districts. Such mitigation measures may include: the addition or increase of buffers, landscaping, open space, and screens; decreasing intensity, structure height, or bulk; reducing the amount of parking and restricting loading, solid and liquid waste collection (e.g. dumpsters, grease pits, and recyclable materials) adjacent to the perimeter; restricting access to local streets; and integration of other relevant design features that helps to merge the districts into a cohesive whole. Mitigation measures integrated into the application at time of submittal that exceed the standards of this Code shall be noted as binding conditions imposed by the applicant.

SECTION 11 **Administration and Enforcement**

11.2 City Council

11.2.9 Decide all requests for site and building design approval for properties located within a PMU district.

11.6 Site and Design Review Committee

11.6.2 Decide all requests for site and building design approval for properties located outside a designated historic district or PMU district

Present Zoning: The undeveloped parcel is currently zoned R-1A Single-Family Residential

Monica Tisack (USM), Cameron Nuzzo (USM ICP Park) and Kelly Lucas, Representatives
Request for: **Zoning Change From R-1A to PMU-PD (Planned Mixed-Used Development)**

Present Use: Current site of The USM Innovation and Commerciation Park and Accelerator; The site is also the former location of the USM Van Hook Golf Course. Lake Sehoy has been converted into a public recreation area by USM.

Future Land Use: Planned Mixed-Use District, Neighborhood
Conservation Disctrict 2 and Community Business Corridor

Surrounding Zoning and Land Use:
North: R-1A Single-Family Residential (City Limits)
South: R-1A Single-Family Residential
East: R-1A Single-Family Residential /B-5 Regional Business District
West: R-1A Single-Family Residential

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of October 17th 2023.

History / Background: The University of Southern Mississippi owns 500 acres of property along Classic Drive, which was part of the old Van Hook Golf Course. USM developed a strategic plan to facilitate technology-oriented business growth for what is knows as their “Innovation & Commercialization Park”. The site currently hosts the Accelerator, which is an innovation-based business incubator, which offers a variety of labs, offices, equipment, and amenities for innovative and technology based businesses.

The USM Innovation and Commercialization Park is part of a strategic plan that was finalized in 2021 through a Mississippi Development Authority Economic Devleopment Grant. The strategic plan outlines a variety of uses for the 500 acre pacel, including recreational, office r&d, light manufacturing, and residential. Each of the proposed uses have been identified in the strategic plan and their proposed locations on the 500-acre site. The targeted businsses for the proposed are are light advanced manufacturing and technology-driven businesses, with certain tracts of land reserved for full-scale commercial activities. Examples of light advanced manufacturing are 3D printing, robotics, artificial intelligence, and medical technology.

USM partnered with a planning and architectural consultant to develop the master plan for this area and has been included as a digital attachment on the public hearing portal for this report. Through the process, USM conducted multiple outreach events with the public and stakeholders with their consultants to gether information on the development of the plan, including a charrette, which is a design collaborative planning sessions with stakeholders and planning professionals.

Monica Tisack (USM), Cameron Nuzzo (USM ICP Park) and Kelly Lucas, Representatives
Request for: **Zoning Change From R-1A to PMU-PD (Planned Mixed-Used Development)**

The proposed zoning designation of PMU-PD will use the Master Plan to Guide Development for this 500-acre parcel of land. If adopted, any proposed development would need to be reviewed and approved as a conditional use. All uses within a PMU-PD must be reviewed as well, which provides the community input on whether a specific use is appropriate for this site and area before being approved.

Option: **Basis for approval (Zoning Change):**

I. There was a mistake in the original zoning
II. The character of the neighborhood has changed substantially so that rezoning is clearly justified **and** there is a public need for the rezoning
III. Annexation

Recommend **approval** or **denial** of the request for a PMU-PD

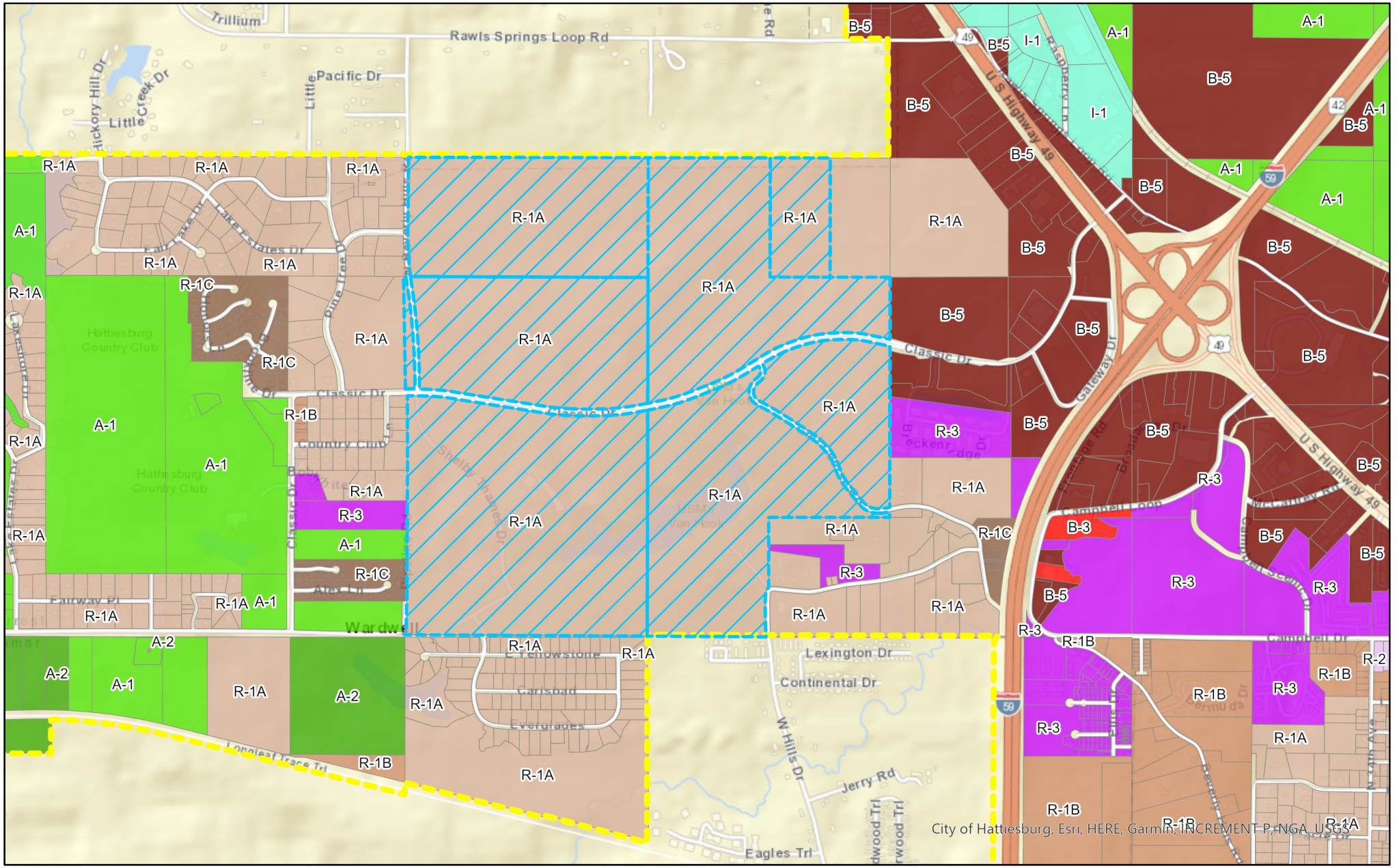
SUBJECT PARCEL

46 Shelby Thames Drive — Rezoning Request

Monica Tisack (USM), Cameron Nuzzo (USM ICP Park) and Kelly Lucas, Representatives

The petitioners request approval for a rezoning request from R-1A (Single-Family Residential) to a Planned Mixed-Used Development (PMU-PD) for property located around the USM Innovation and Commercialization Park located at 46 Shelby Thames Drive. The proposed area for the planned mixed-use development is approximately 500 acres that borders Classic Drive on the north and south in Forrest County, Ward 1. The Planned Mixed-Use Development will be known as “The Garden”. (PPINs: 9508, 9509, 9557, and 33306).





Legend

- A-1
- A-2
- R-1A
- R-1B
- R-1C
- R-2
- R-3
- B-3
- B-5
- I-1
- City Boundaries
- USM ICP Site

0 — 0.5 Miles

N W E S

Site Information

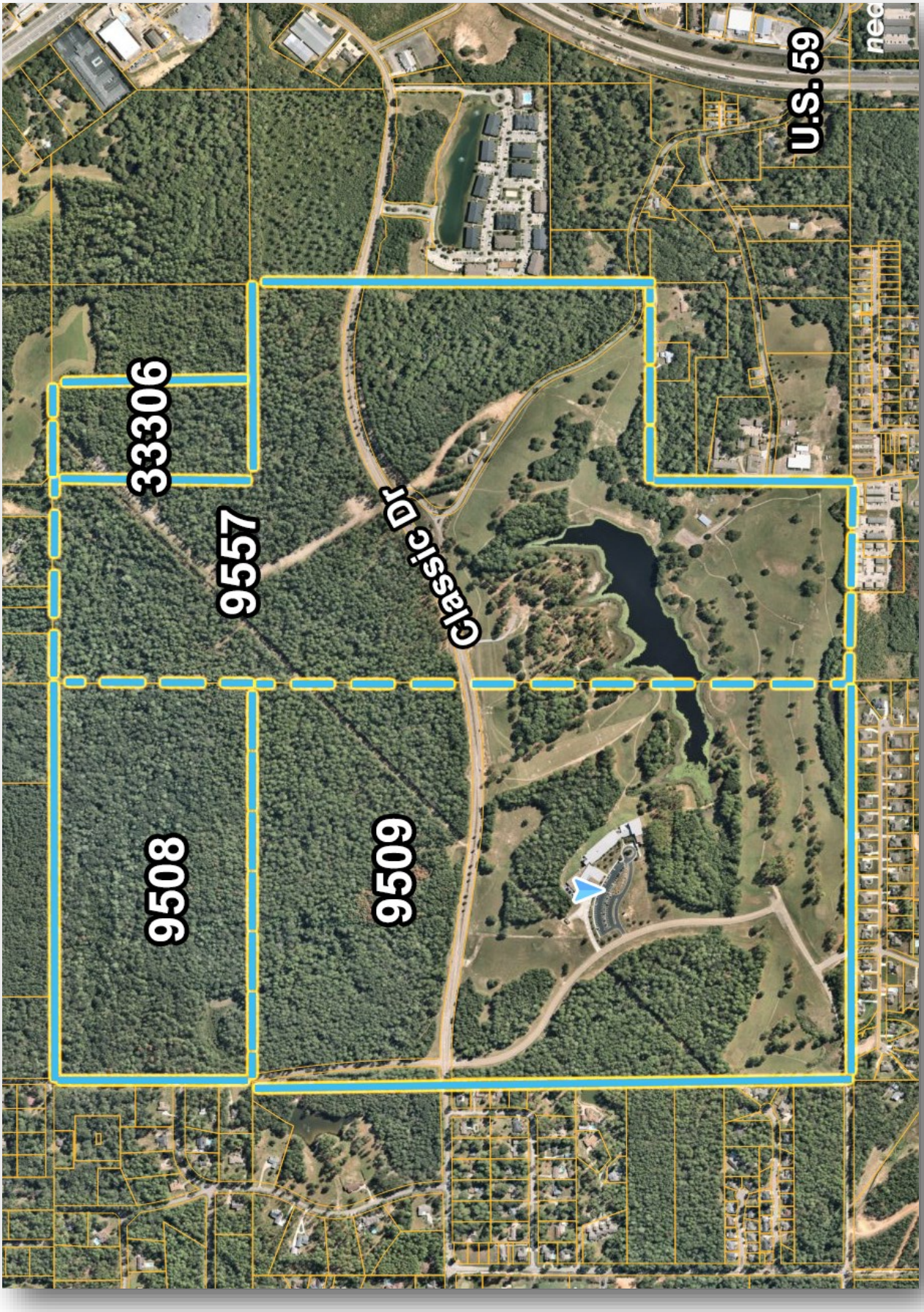
Proposed area of Rezoning to a PMU-PD Zone for the USM Innovation Commercialization Park Master Plan

(PPINs: 9508, 9509, 9557, and 33306)
Forrest County, Ward 1

CITY OF HATTIESBURG MISSISSIPPI

URBAN DEVELOPMENT
PLANNING DIVISION

Site Aerial



Surrounding Area

Current Site of the Accelerator on Shelby Thames Drive



Street View of Classic Drive where both sides of street are part of rezoning request



Surrounding Area

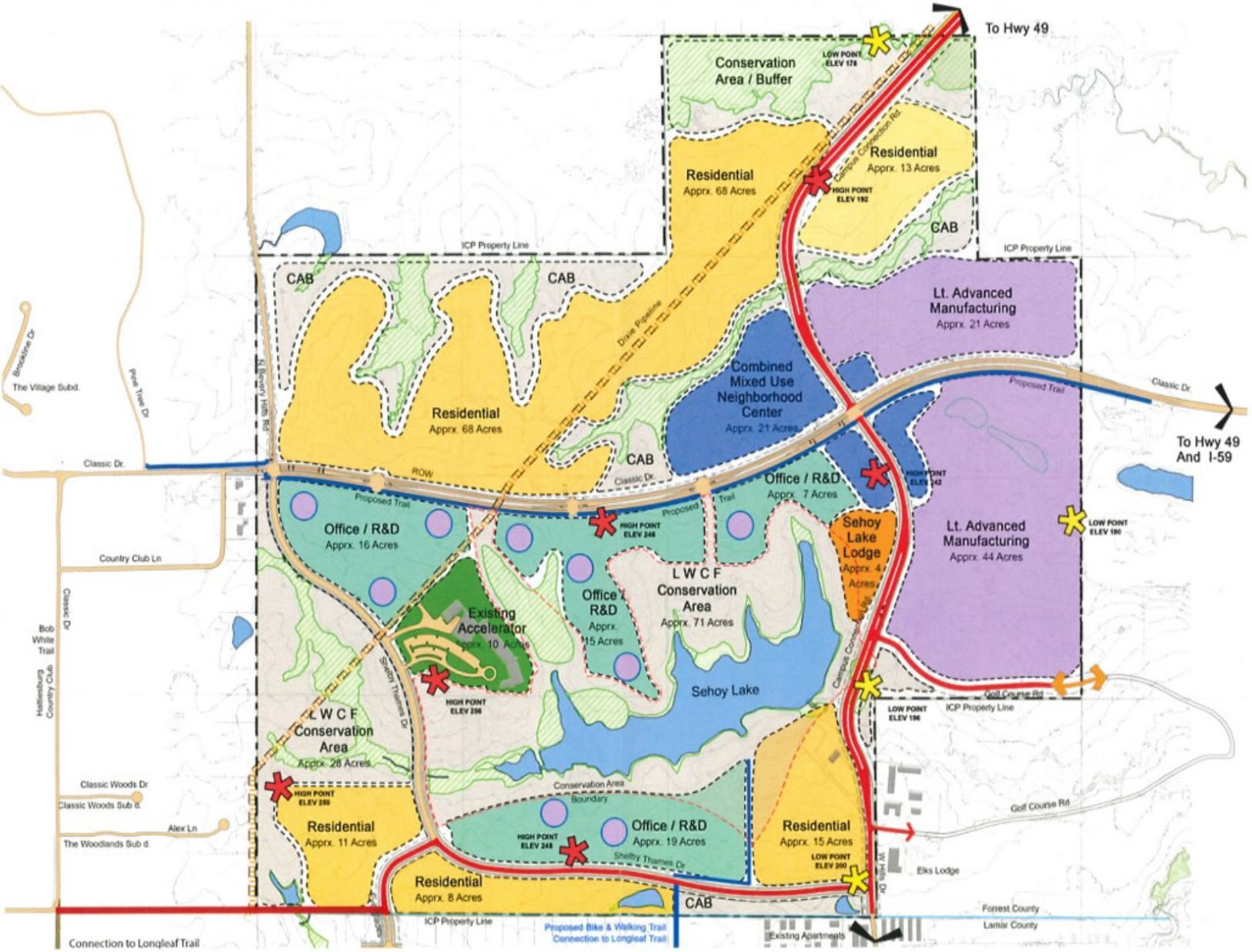
Lake Sehoy on the 500-Acre Tract of Land, part of an existing outdoor recreation site partially funded by the Water Conservation Fund



Part of the old Van Hook Golf Course which fronts Golf Course Road



Strategic Plan: Recreational, Office R&D, Light Manufacturing, and Residential Zones have been identified and created to yield highest use



Final Report



INNOVATION AND COMMERCIALIZATION PARK

MASTER PLAN

22 January 2021

Partial Funding By:

The Mississippi Development Authority

This document was accomplished by The University of Southern Mississippi Innovation and Commercialization Park. The statements, findings, conclusions, recommendations and other data in this report are solely those of The Innovation and Commercialization Park and do not necessarily reflect the views of the Mississippi Developmental Authority.

The City of Hattiesburg

Forrest County

Lamar County

Prepared For :

The University of Southern Mississippi
Innovation and Commercialization Park

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Consulting Engineers

The Accelerator @ The Innovation and Commercialization Park
Visit Hattiesburg

The City of Hattiesburg
The Area Development Partnership

Accelerator Emergent BioSolutions

Oxiteno

Chapter - 1
Introduction



INNOVATION AND COMMERCIALIZATION PARK

MASTER PLAN

22 January 2021

Chapter 1 - Introduction

Overview

The Innovation and Commercialization Park contains over 500 acres of mostly undeveloped land containing an 18 plus acre lake and 100 plus acre recreation preserve. Park land has significant potential to generate short term and long term income for the University of Southern Mississippi (USM). Any development will produce positive impacts to USM, the local economy of Hattiesburg, the five county Pine Belt Region and the state of Mississippi. Fortunately, substantial infrastructure is already in place to support development.
The goal of this Master Land Use study is to determine optimum development typologies and related strategies which will guide The Park development going forward.



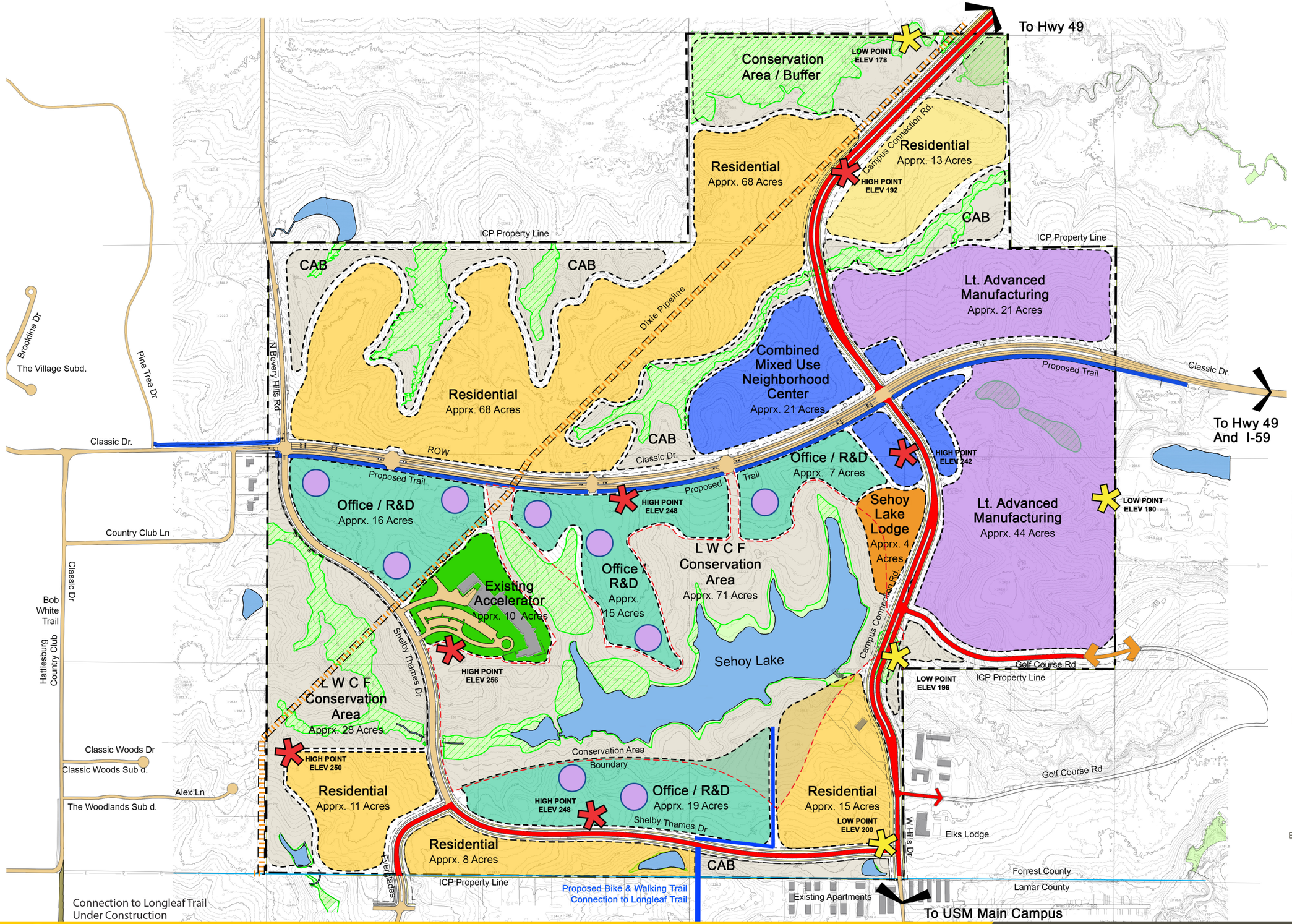
The Innovation and Commercialization Park

Executive Summary

The University of Southern Mississippi is updating the development strategy and land use master plan. The plan will be used to build out new infrastructure for its Innovation and Commercialization Park and provide a basis for a new initiative for new projects. As the site is currently zoned as residential within the City of Hattiesburg, the project will include the development of an overlay district to re-zone the park for all intended constructions activities including light advanced manufacturing, commercial, research and development; and update to the covenants and restrictions. The Park is a research and technology park in the City of Hattiesburg, Mississippi that is owned by the Institutions of Higher Learning, an arm of the State of Mississippi, and is controlled by the University of Southern Mississippi, A Carnegie R1: Doctoral University. It is located just northwest of the I-59/U.S. Highway 49 interchange and four miles to the northwest corner of the campus of The University of Southern Mississippi.

The planning process involved input from the University of Southern Mississippi, the Innovation and Commercialization Park and stakeholders. From this input, goals and objectives were assimilated to guide the project team in preparing organizational land use options, ultimately leading to a final Land Use Master Plan. This plan is illustrated on the following page.

Final Master Land Use Plan



Legend

- Appr. 57 Acres Office / R&D
- Appr. 65 Acres Lt. Advanced Manufacturing
- Appr. 4 Acres Hotel & Conference Center
- Appr. 21 Acres Mixed Use Neighborhood Center
- Appr. 114 Residential
- Appr. 99 LWCF Conservation Area / Buffer (CAB)
- Wetlands
- Proposed Roads
- Existing Roads
- Bike & Walking Trail
- Connection to Longleaf Trail Under Construction
- Dixie Pipeline
- High Point
- Low Point
- Limited Preferred Lt. Manufacturing Sites

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

INNOVATION AND COMMERCIALIZATION PARK

The University of Southern Mississippi and The Area Development Partnership

Final Master Land Use Plan

MASTER PLAN

22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

Key goals provided by participants in the work sessions and charrette include:

- Connectivity within the park but also to the USM main campus, off-site developments, and the Longleaf Trace.
- Visual and image/branding and improvements at gateways and within the park
- Meet primary objective of development of 100 acres or more of new office/R&D and Light Advanced Manufacturing.
- Employ sustainable site design standards to minimize erosion and the need to build infrastructure
- Preservation of natural character
- Create town center with sense of place
- Develop appropriate guidelines for new projects within the park

The final Master Land Use Plan illustrates the proposed overall site organization, primary vehicular and pedestrian circulation, land use typologies and approximate acreage in each land use typology. Office/R&D are clustered around the Accelerator and the lake. Ownership of the lake area property would be maintained by IHL/USM and leased to developers, other than the dedicated conservation area around Lake Sehoy.

Proposed new roads connect the southeast corner of the Park to a new town center – and then connecting north to a new intersection with US Highway 49. This new intersection would provide an opportunity for new signage and gateway identity for the Park. Also, for the Park this connector would make access to campus easier and more streamlined. A secondary east/west roadway would be constructed across the south-side of the lake opening up additional acreage for development. The proposed road would be located farther south to allow for more lake front projects.

A suggested phasing plan is included in Chapter 5 of this report.

Project Scope

The aim of the Master Plan is to create a plan and vision for leadership to use as a guide for incremental decision-making relative to future development, circulation, and infrastructure projects for the Park. A primary goal of the University of Southern Miss is further meaningful development of the Park generating revenue and enhancement to the university community.

Deliverables from the study include an illustrative Master Land Use Plan with supporting character graphics and recommendations for development controls. Other deliverables include: this report, a general phasing plan, and development guidelines as a potential overlay district.

The planning process involves input from USM, the Innovation and Commercialization Park and stakeholders. This input has helped determine goals and objectives, preferred development typologies and character, and a path forward to attain the primary goal of meaningful and lasting development. In this process, the site has been assessed and analyzed for developable areas most suitable for physical improvement.

Three phases of the planning process have guided the project team in arriving at a deliberate and tailored plan. These phases are:

1. Inventory and analysis, programming, evaluation of existing data, collection or generation of new data and a charrette.
2. Concepts development and refinement including testing of ideas for typologies of uses and mixes.
3. Master Land Use Plan development and final summary report with supplemental development guidelines.

It is anticipated the Master Plan documentation will provide the university with technical back-up necessary to respond to future programmatic requirements and to adapt to changing market conditions.

The Innovation and Commercialization Park

The Innovation Park is a technology-based economic development ecosystem designed for taking innovative technological developments from concept to commercialization. Boasting a dynamic community of academics, researchers, entrepreneurs, privately held and publicly traded companies all working to bring innovations to market. The Innovation Park is an ideal location for companies striving to gain or maintain leading positions in their markets.

Further planning and strategy development will position the site as a premier location for industries including polymers and advanced materials, health and biotech, chemistry and biochemistry, digital and electronic technologies, and other fields in advanced manufacturing. Research intensive and corporate/regional headquarter businesses will also be targeted for location in the park. The University has successfully demonstrated its ability to attract and retain companies in these domains with the successful development of The Accelerator which surpassed 95% occupancy in 2017.



The Accelerator

The Accelerator



The Accelerator

The Accelerator is designed to cultivate ideas from mind to matter to market and specialized for innovation in composites, polymers, forms water science, biotechnology, sustainable chemistry, alternative energy and more. All under one roof, the state-of-the-art 60,000 gross square foot Accelerator service facility offers capabilities to innovate, test, manufacture and ship products to market from its doors. The University of Southern Mississippi developed the Accelerator as an energetic and an entrepreneurial environment containing labs, offices, equipment and services to support multiple ventures.

Report Conclusion

One key goal of the Park and the University is to generate both shot term and long term monetary returns. In order to accomplish this goal, the proposed uses should match potential types of uses that address market needs in the Hattiesburg area, as well as regional interests. The plan recommends a mixture of uses which correspond to multiple markets creating a broader range of opportunities. These uses include:

- Residential development (both outright ale and long term lease)
- Lt. advanced manufacturing
- Office and Research Development (R&D)
- Town center development with commercial live above residential, high density residential town homes and a boutique hotel.
- All development has access to proposed pathways and recreation areas.

Chapter - 2
Site Assessment



INNOVATION AND COMMERCIALIZATION PARK

MASTER PLAN

22 January 2021

Chapter 2 - Site Assessment

Background

The site for the Innovation and Commercialization Park (ICP) is approximately 505 acres total including roadways and public or common spaces. Located in the north west quadrant of the City of Hattiesburg, the site was selected from among three sites originally considered based on a market feasibility and site analysis study prepared in 2001 by Hammer, Siler, George Associates.

The site had been in use as the Van Hook Golf Course owned by the University of Southern Mississippi. The course was named for the Mississippi Sports Hall of Famer B. O. Van Hook. As the USM Golf Course, it was fondly known as “The Ranch”. The golf course closed in 2004. USM has maintained several small buildings on the site for educational and lab use along with the Accelerator which was completed in 2009.

Area Context

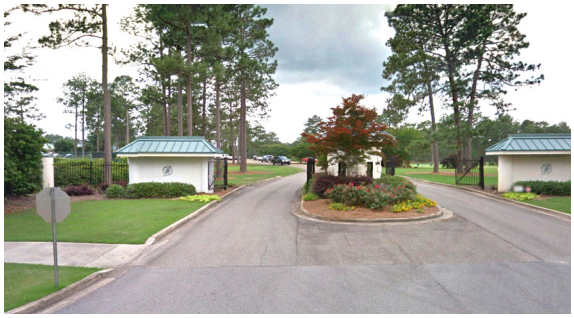
As indicated on the map on page 12, the site has a good relationship to major highways I-59 and US Highway 49. Only two miles from the Hattiesburg Lake Terrace Convention Center and close to several hotels in the Hattiesburg area, the ICP is strategically located to access the USM campus and many commercial areas along with numerous residential developments. The Hattiesburg Country Club and golf course lie just to the west of the ICP.



Hattiesburg’s Lake Terrace Conference Center

Other long-term proposals include further development of a west to north loop road connecting to Jackson Road and continuing to US Highway 98. This connection already exists in a limited form connecting Jackson Road to US Highway 49. The southernmost portion needs improvement to facilitate higher volumes of traffic.

The map on the following page also indicates proposed road and street improvements to the park and surrounding metro area. These include construction of a new road to the northeast of Classic Drive – connecting to US Highway 49 and additionally connecting Rawls Springs Road to the new connector. Also indicated are improvements to W. Hills Drive which is the primary connection to the main USM campus and continues onto US Highway 98.



Entrance to Hattiesburg Country Club



Breckenridge Park Apartments



Campus Trail Apartments



Former Van Hook Golf Course

Area context map on the following page illustrates development and land use surrounding the ICP site.

The ICP is approximately 25 minutes from the Hattiesburg - Laurel Airport located northeast of the city core and is approximately 20 minutes from the Amtrak Station in downtown Hattiesburg. Located approximately one mile south of the park is the Longleaf Trace. A Rails-to-Trails conservancy project, it was constructed along a portion of the abandoned line of the Mississippi Central Railroad. The railroad was once very active in the Pine Belt region of Mississippi servicing the flourishing timber industry.

A 44-mile portion of the railroad has been developed as a paved 10’ wide bike and walking trail beginning in Prentiss, Mississippi and terminating in downtown Hattiesburg, passing the north boundary of the University of Southern Mississippi’s main campus. Connecting the ICP to this trail would provide more direct access to the USM main campus for walkers, joggers and bicyclists.

Area Context

Hattisburg City Limits

Undeveloped

ICP Property Line

ICP Property Line

Country Club Estates

Brookline Dr

The Village Subd.

Pine Tree Dr

The Village

Classic Dr.

Residential

Country Club Ln

N Bevery Hills Rd

Dixie Pipeline

ROW

Classic Dr.

Classic Dr.

Breckenridge Apartments

Public Access

Existing Gravel Road & Parking

Accelerator

Bob White Trail

Classic Dr

Hattiesburg Country Club

Country Club

Shelby Thames Dr

Sehoy Lake

Conservation Area Boundary

ICP Property Line

Westhills Apartments

Apartments

Golf Course Rd

Classic Woods Dr

Classic Woods Sub d.

Alex Ln

The Woodlands Sub d.

J Ed Turner Dr

Everglades

W Hills Dr

Moose Lodge

Forrest County

Lamar County

ICP Property Line

Apartments

Connection to Longleaf Trail Under Construction

Residential Development

Campus Trails Apartments

Williamsburg Apartments

49

INTERSTATE 59

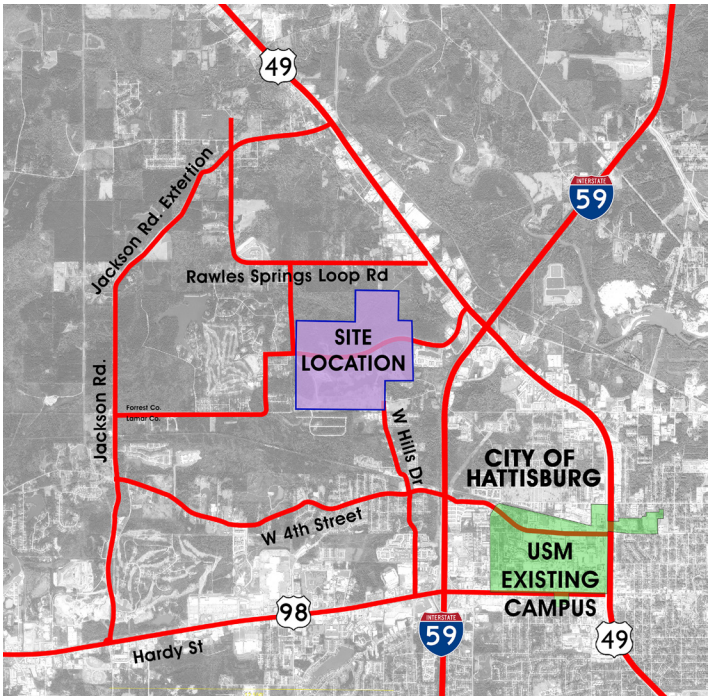
Lake Terrace Conference Center

49

INTERSTATE 59

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only



Site Location: - The Innovation Park is in Hattiesburg, Mississippi



Mississippi State Map

Location

The site is located near the intersection of two significant US Highways. I-59 is a southwest to northeast interstate connecting New Orleans with Hattiesburg, Birmingham, AL, Chattanooga, TN, and into the northeast USA via connecting interstate highways. The other is US Highway 49 connecting the Mississippi Gulf Coast to Hattiesburg, Jackson and then to multiple cross-country destinations via interstates and highways. The park is roughly two miles from the Hattiesburg Lake Terrace Convention Center.

Primary vehicular entry to the park is from US Highway 49. Classic Drive, the primary arterial road within the park, intersects US Highway 49 just north of I-59.

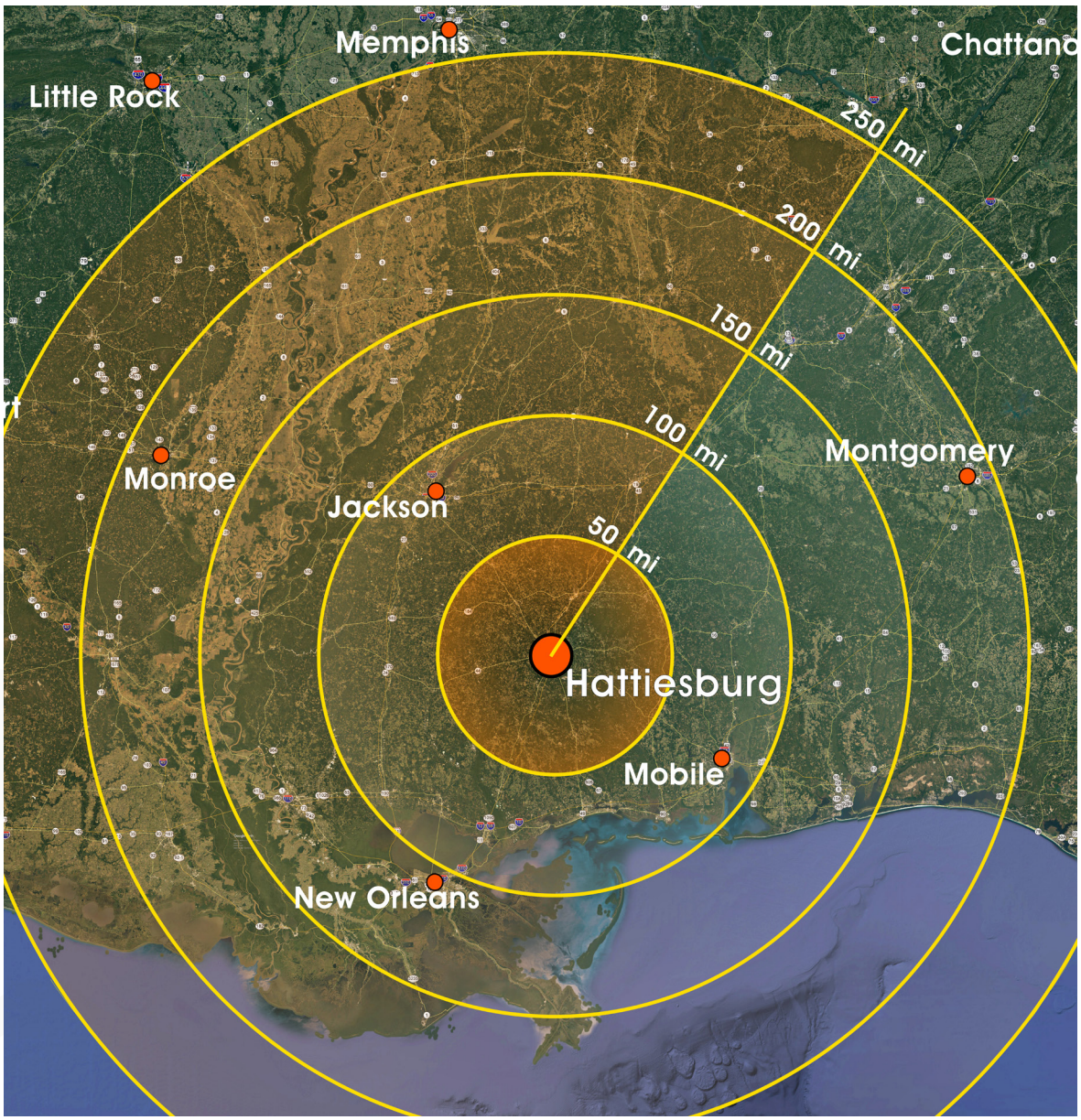


Lake Sehoy low ropes challenge course

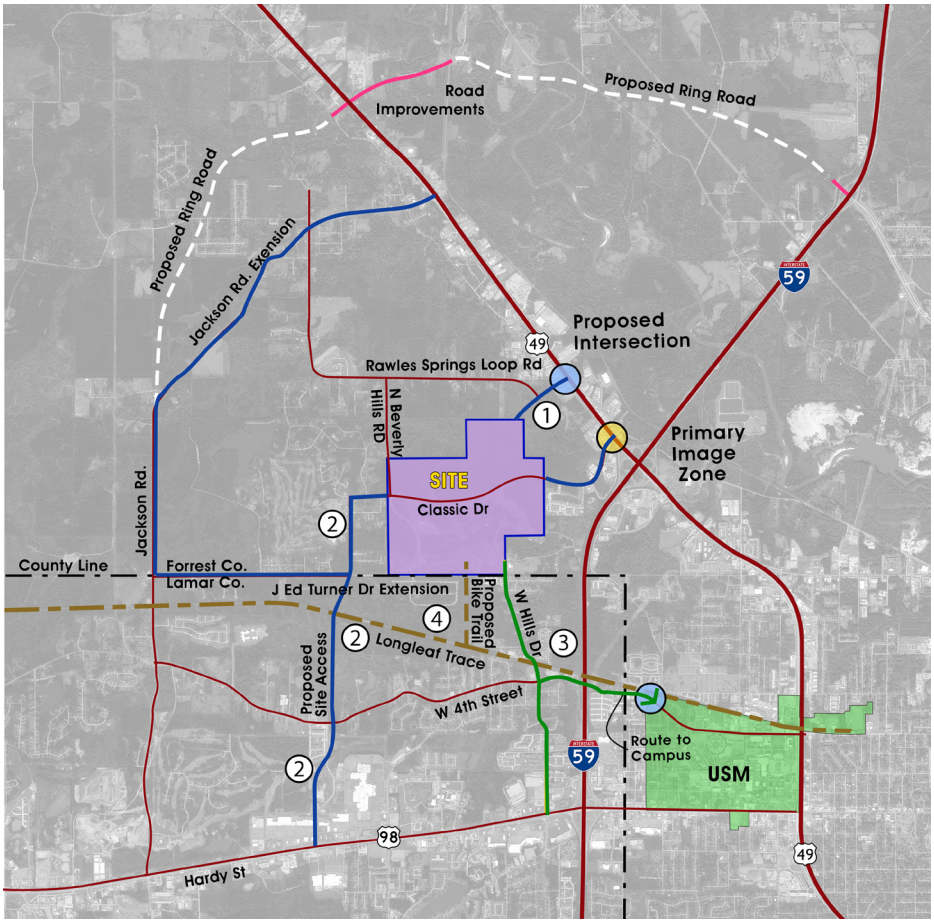
The ICP site is also close to the main campus of The University of Southern Mississippi. If a more direct access route were provided at the southeast corner of the park, travel distance would be approximately 1.75 miles via W. Hills Drive and West North Street. Travel distance to the Trent Lot Center on campus facing US HWY 49 is approximately 2.75 miles via West Hills Drive or approximately 3.25 miles via Classic Drive and US HWY 49.

Jackson is approximately 90 miles to the north via US HWY 49 and approximately 70 miles to the Mississippi Gulf Coast. Birmingham is roughly 230 miles northeast on I-59. Memphis, TN is roughly 300 miles to the north. New Orleans is approximately 100 miles to the southwest.

A map indicating travel distance from the site in concentric circles is shown below



Area Roadways



Access Options

1. Construct New Road from The Intersection of Rawls Springs Loop Road and Classic Drive to HWY 49
2. Construct New Road from US Highway 98 to Intersect at J. Ed Turner Road and Classic Drive
3. West Hill Drive Improvements Connector To campus and HWY 98
4. Connection to The Longleaf Trace (Rails to Trails)



View of Entrance to Park from U.S. HWY 49



View of Classic Drive Looking West



Westhills Apartments



Williamsburg Apartments



The Preserve Residential Development



Breckenridge Apartments

The distance from the South side of Lake Sehoy would be approximately 2 miles to the campus. Current access to the trail from the ICP is very limited. There is a dog park at the Jackson Road crossing in Hattiesburg – approximately 4.1 miles from the 2.6 miles from Lake Sehoy. A connection to the Trace from the south end of Classic Drive is currently under construction. Current access to the main USM campus is b



Longleaf Trace USM Station

Existing Zoning

The entire site falls inside the city limits of Hattiesburg. The City of Hattiesburg has established zoning for all areas within the city to promote the public health, safety and welfare of its citizens under the Hattiesburg, Mississippi Land Development Code adopted



Moose Lodge

February 2, 2017. The State of Mississippi owns the property which removes the property from Hattiesburg zoning jurisdiction. Mississippi Institutions of Higher Learning and the University of Southern Mississippi manage the property on behalf of the state.

Regardless of its current ownership, the ICP site is zoned R-1A Single Family Residential under the Hattiesburg Land Development code.



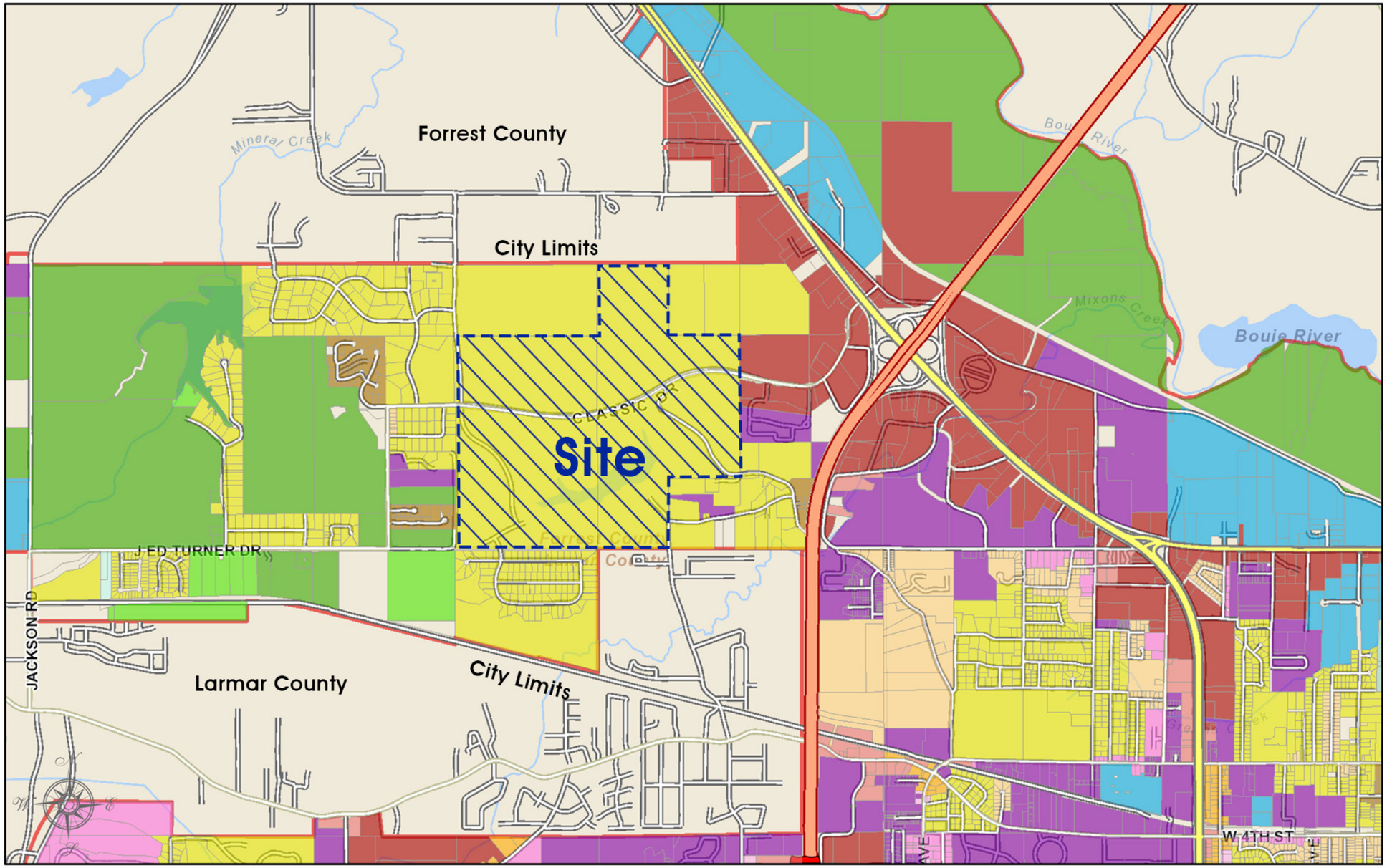
Campus Trail Apartments



Doubletree Hotel

Surrounding properties located in Lamar County and Forrest County are not zoned as these counties do not currently have zoning. Property along the entry drive outside of the park (Classic Drive coming from US Highway 49) is currently zoned B-3. Other properties along the east side of the park are zoned R-1A and a small area of R-3.

It is anticipated that properties in the ICP sold outright in the future would then be under the Hattiesburg Land Development Code. A new overlay district for the park's development is being considered.



Zoning

- R-1A
- R-1C
- R-3
- B-3
- I-1

City of Hattiesburg, MS

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.

MAP DATE: November 19, 2019

0 3,000 6,000
ft

City of Hattiesburg zoning districts related to areas around the ICP are:

R-1A Single Family Residential
R-1C Single Family Residential – projected lower density residential neighborhoods.
R-3 Multi Family Residential District allows medium to high density residential uses including multi-family, two family and single-family structures. This district is consistent with the neighborhood conservation 1 and 2 distric5ts in the comprehensive plan.
B-3 Community Business District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies.
I-1 Industrial District provides for the development of research, light industrial, office parks, warehouse and distribution centers consistent with comprehensive planning policies.

School Districts Grades K-12

The entire site falls within the Forrest County School District. Within that district the site is in the Rawls Springs Attendance Center zone.

The Hattiesburg School District borders the Park property on the east and the Lamar County School District borders the site along the south

Site Analysis

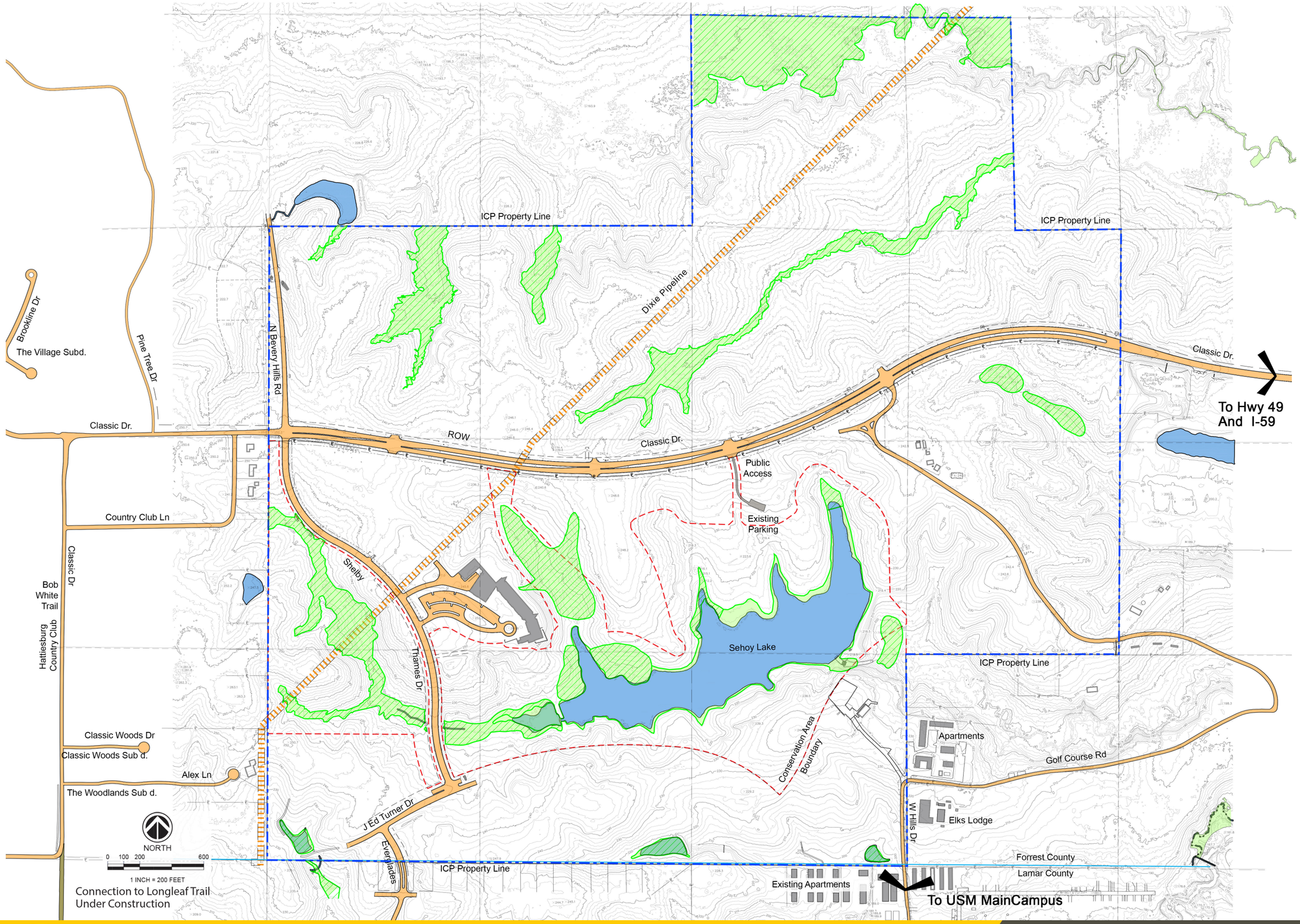
Each site has its own unique set of aspects (characteristics) and context. Development of a site is the result of discussions made by individuals and institutions which determine land use and development guidelines. As a property is developed, aspects and internal as well surrounding context help establish a sense of place.

A site analysis is fundamentally an evaluation of the site's aspects and context – the goal being to demonstrate suitability for various typologies of use. In the case of the Park, site analysis will result in a "site analysis" composite illustration and a developable areas map. Once the developable areas map is achieved, programmatic data from input provided by leadership and stakeholders is merged with the map. Land use typologies are then illustrated on site organizational schemes for review and refinement.

Site inventory is the next phase in the land planning and design process and is required for site analysis. Inventory and data collection include these aspects:

- Soils – primary stability
- Topography– slopes and high/low points; general landform characteristics
- Hydrology – drainage
- Climate – impacts of sun exposure and prevailing winds
- Cultural and environmental
- Vegetation – primarily the types of tree cover and open grass areas
- Utilities – supporting network

The Site



Legend

- Existing Building Apartments
- Wetlands
- Existing Road
- Pipeline

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

Current Recreation Tract

ICP Property Line

ICP Property Line

Dixie Pipeline

N Bevery Hills Rd

Brookline Dr

The Village Subd.

Pine Tree Dr

Classic Dr.

ROW

Classic Dr.

Classic Dr.

To Hwy 49
And I-59

Country Club Ln

Bob White Trail

Hattiesburg Country Club

Classic Dr

Shelby

Thames Dr

Sehoy Lake

L W C F
Conservation
Area
Apprx.100 Acres

Conservation Area Boundary

ICP Property Line

Apartments

Golf Course Rd

Classic Woods Dr

Classic Woods Sub d.

Alex Ln

The Woodlands Sub d.

J Ed Turner Dr

Everglades

W Hills Dr

Elks Lodge

NORTH

0 100 200 600

1 INCH = 200 FEET

Connection to Longleaf Trail
Under Construction

ICP Property Line

Existing Apartments

Forrest County

Lamar County

To USM Main Campus

Legend

- Existing Building Apartments
- Wetlands
- Existing Road
- Pipeline
- Recreation Land Tract

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

INNOVATION AND COMMERCIALIZATION PARK

The University of Southern Mississippi and The Area Development Partnership

Current Recreation Tract

MASTER PLAN
22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

- Circulation (includes access)
- Sensory which would include visual environment and quality

Within the park is Lake Sehoy forming a natural centerpiece. Combined with the gently sloping open areas around the lake, this site presents a pleasant pastoral character – a great asset for the ICP and its users. The lake is approximately 18 acres in size and has a public access point with pavilion and gravel parking off Classic Drive. Also located at the lake's northeast end is a ropes challenge course. The challenge course at the Lake Sehoy features a low-ropes course and dual zipline for groups that are looking to enhance team morale, leadership skills, communication, and trust.

Soils

The site is a patterned mosaic of seven soil types. All are loams. All the soils are those found on uplands except for the floodplain and terrace soils found in the northeastern floodplain valley. The upland soils group themselves into those found on ridge tops, side slopes and the narrow, upper portions of valleys separating broader ridges. The narrowest bands of soils occupy the flattest slopes that characterize ridge tops and floodplains. The broadest bands of soils occupy the side slopes and the upper portions of valleys.

In terms of the site's soil characteristics, the soils are acidic, and acid loving plants flourish on them. All the soils have a loamy structure that facilitates their draining. Bottomland soils have a seasonally high-water table. With low shrink and swell characteristics, the soils are well suited for constructing buildings, roads and installing utilities.

The site's geology is relatively young. The land was formed during conditions very much like those we experience today. Situated in the Gulf of Mexico's coastal plain, the site is composed of soils that are sedimentary, that is deposited by water. These soils consist of loamy combinations of sand, silt and clay.

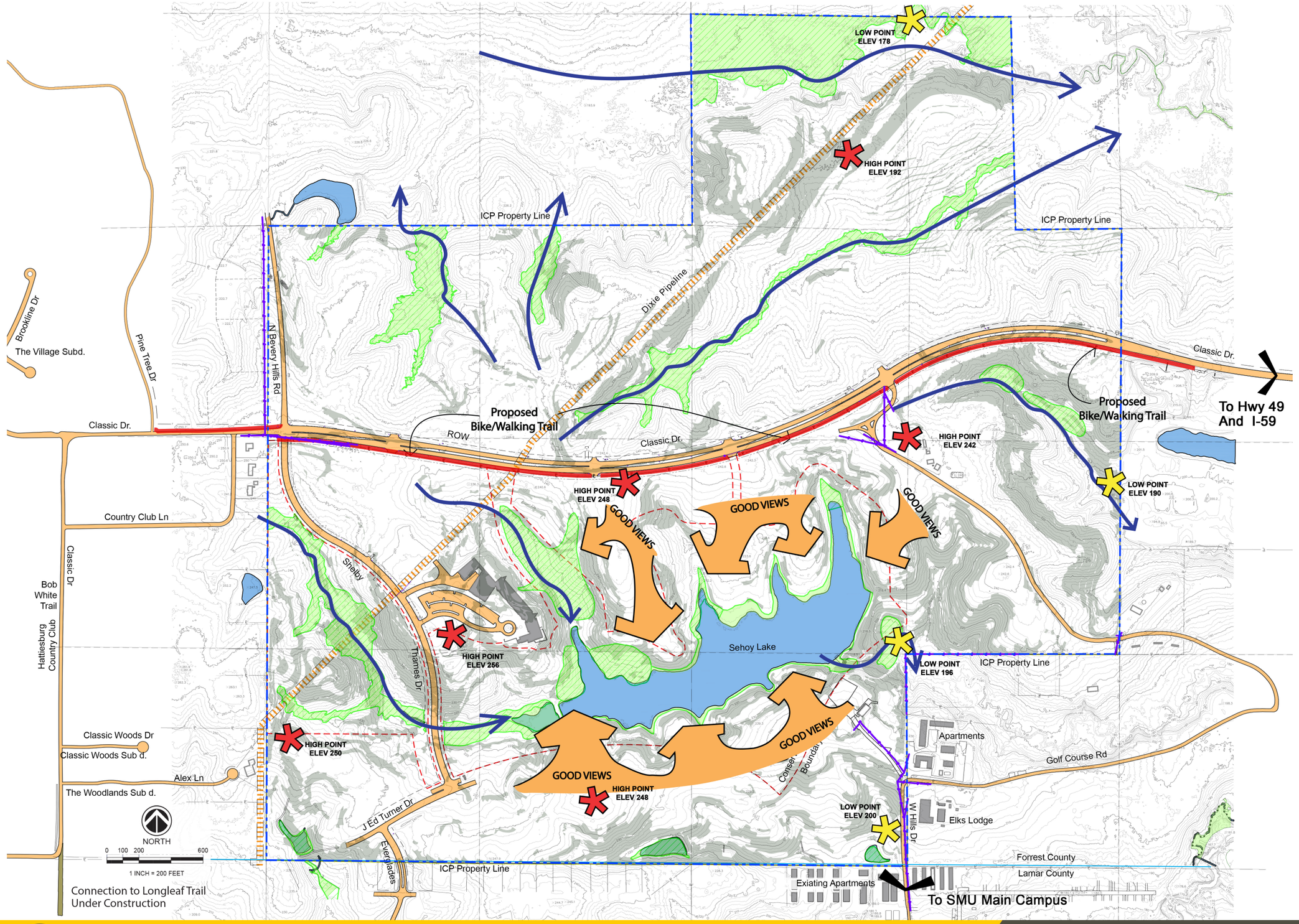
Topography

As shown on the topographic map and the slope analysis maps on the following pages, the property is characterized by a rolling topography interspersed with drainageways of moderate slope. A broad primary west to east ridge runs the length of the site and through its middle. A narrower secondary west to east ridge runs parallel and south of the major ridge in the vicinity of the site's southern boundary. A large lake valley between these two ridges includes a freshwater lake (Lake Sehoy) in the downstream portion of the valley that is half the length of the valley.

Maturing bottomland woodlands occupy the remaining portion of the valley.

One hundred feet of elevation separates the site's lowlands and uplands. A large diagonal spring fed valley runs from the site's midpoint at the broad primary ridge towards the northeast and the floodplain forming the most northern boundary of the property. A necklace of ponds parallels the most southern boundary of the site. The land's highest point offers a commanding view of the lake valley. The entire site's mosaic of ridges and valleys gives it a dramatic, undulating character. The site analysis map indicates some of the high and low points on the site with asterisks.

Site Analysis

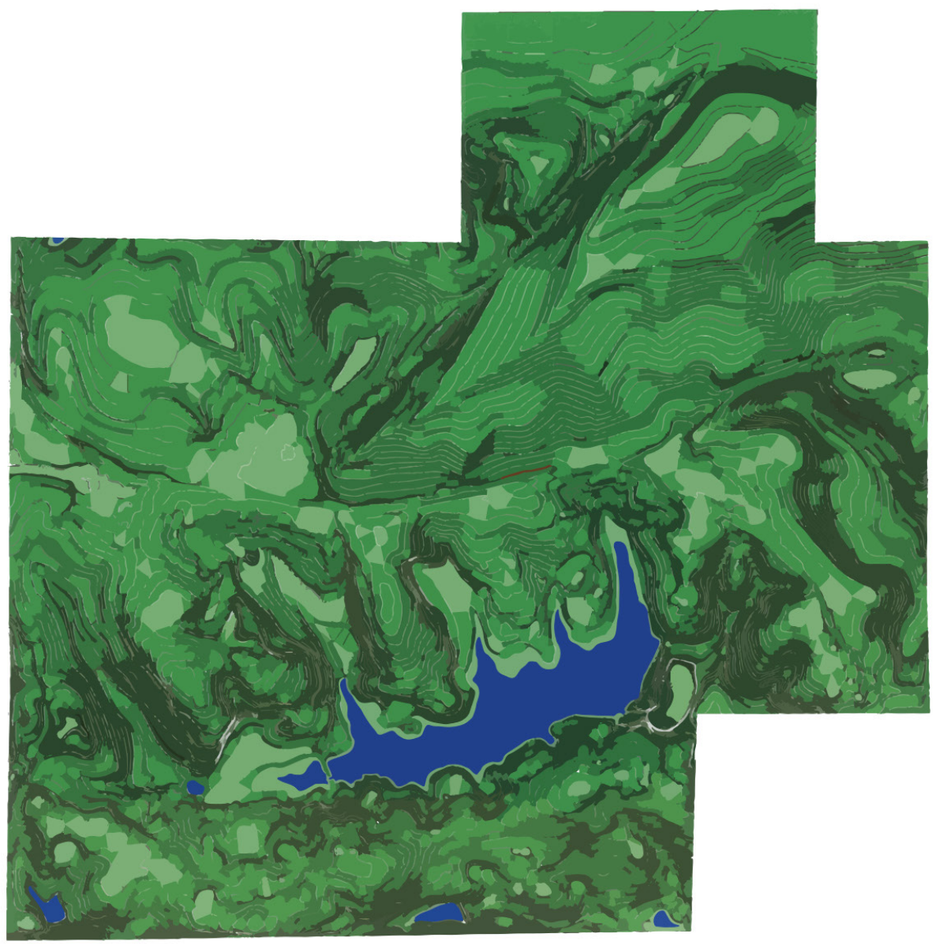


LEGEND

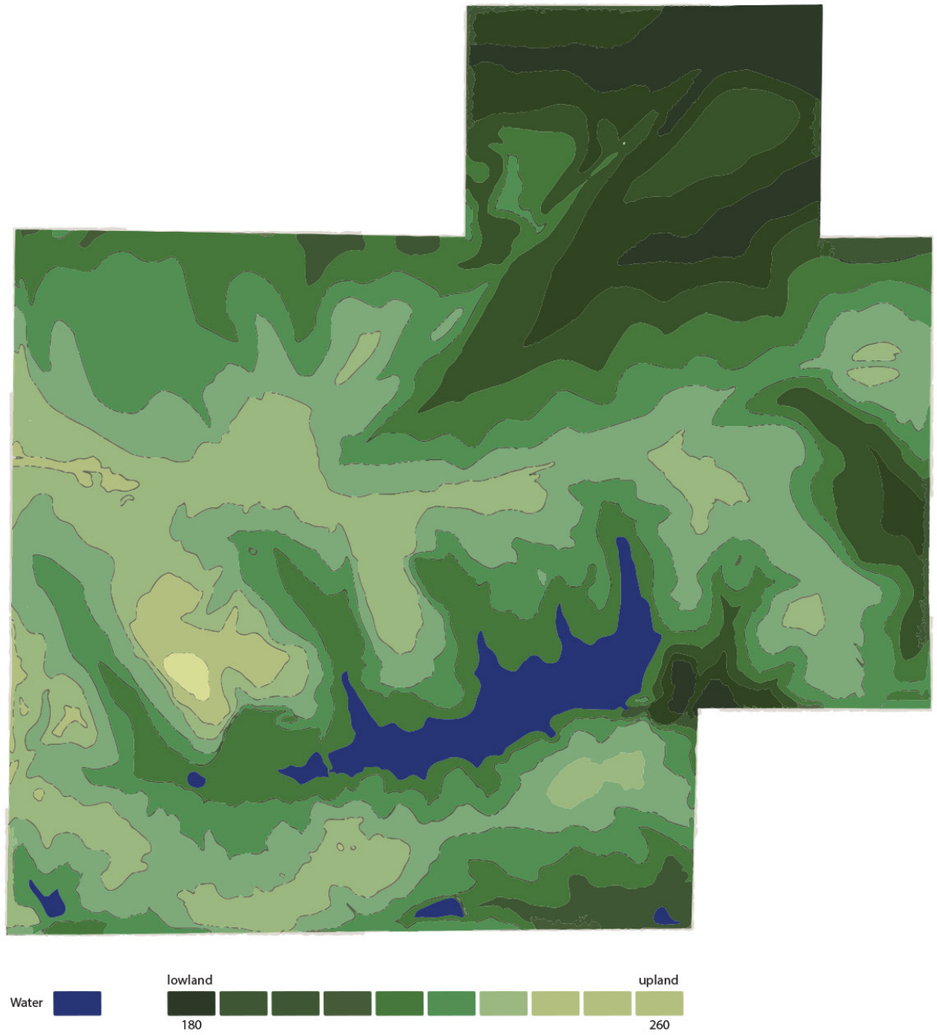
- Wetlands
- Lake
- Steep Slopes Excess 8%
- Gentle - More Developable Slopes Less Than 8%
- Drainage
- Existing Roadways
- Good Views
- High Points
- Low Points
- Proposed Bike Walkways
- Dixie Pipeline
- Connection to Longleaf Trail

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only



Slopes



Landforms

Imagery based on 2004 Innovation and commercialization Park Master Plan

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

Hydrology

The research park site is located towards the northern boundary of a larger watershed. The water draining from the research park site north of the broad primary ridge drains north of the I-59/US 49 cloverleaf into the Leaf River. The water draining from the site south of the broad primary ridge drains south of the I-59/US 49 cloverleaf into Mixon's Creek and past the before emptying into the Leaf River.

The ICP site is in the upland areas of two distinct drainage basins. Classic Drive serves as the ridgeline with drainage breaking to the south and to the north. The southern areas drain primarily to Lake Sehoy. The lake then discharges into a small unnamed stream to the southeast via a manmade dam structure. The stream travels easterly toward Interstate 59 where it converges with Mixons Creek. Mixons Creek is a major drainage basin for a large area of western Hattiesburg and eastern Lamar County. This area has experienced excessive development in recent years which has produced excessive stormwater run-off. Flooding along Mixons Creek is of great concern and should be addressed during the design phases of the research park. The northern half of the site drains to two small drainage areas in the northern sections of the property. These drainage ways generally flow easterly toward U.S. Highway 49 and then to the Bouie River.

The ICP site is drained by four major valleys. These are the northeastern Floodplain Valley, the northeastern Spring Fed Valley, the west to east Lake Valley and the eastern Gum Swamp Valley. Each of these valleys is located at the head of its watershed except for the floodplain valley. Its watershed originates westward of the site. All valleys have intermittent flows except for the Floodplain Valley and its flowing creek. The major valleys flow from west to east.

Primary drainage valleys are indicated on the site analysis map on page 19.

Climate

The attributes of regional/local climates may influence land planning and design. Attributes include precipitation, air temperature, humidity, cloudiness, solar orientation, predominant wind direction and speed.

In Hattiesburg the summers are long with high temps and high humidity. The winters are short and moderately cold. Over the course of a year, the temperature typically varies from 40 degrees to 92 degrees with lows rarely below 26 degrees and highs rarely above 97 degrees.

Cloudiness changes significantly throughout the year with the cloudiest days beginning in December and going through May. This winter/spring season is the wettest. September and October are typically the driest. Average annual precipitation is approximately 60 inches.

Hours of daylight range from 10 hours 7 minutes on the winter solstice – December 22 to 14 hours, 11 minutes on the summer solstice – June 21st.

The windiest months are October through April with February, March and April being the highest. Predominant wind direction is out of the east to southeast to south.

Natural and Environmental Features

The Park's natural features – its topography, hydrology, vegetation, soils, and geology – are factors that influence the developability of the site, particularly a relatively undeveloped site such as this one. Designing with an understanding of a site's intrinsic natural features will help to minimize the negative impacts with the cost of development by avoiding areas that represent cost related physical constraints.

The Park's key natural features include a small waterfall below Lake Sehoy, the lush ferns and mosses growing along Spring-fed Valley, a small tupelo gum swamp adjacent to the former Geology Park, and a small creek flowing along the northern edge of the park. The site's human-made features include the sinuous Lake Sehoy, the mile-long axial vista formed by the gas line right-of-way, picnic pavilions, water recreation facilities, ropes course, and central boulevard roadway along the primary east/west ridge. Also, a section of three lane roadway Shelby Thames Drive in the west section of the Park. These are illustrated on the Site map.

Wetlands

Seven wetlands have been delineated within the site. Two delineated wetlands are found in the Lake Sehoy valley. Both are immediately upstream and downstream from the lake and adjacent to it. Two delineated wetlands are found outside of the site's four major valleys. One occupies the midportion of a flattened ridge and its smaller twin is wedged in a narrow ravine. Both are found in the northwestern corner of the site. The wetlands found in the Lake Sehoy valley are in a youthful stage of succession. The others are covered by maturing woodlands.

For regulatory purposes under the Clean Water Act, the term wetlands means "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. As defined by EPA Regulations, wetlands generally include swamps, marshes, bogs and similar areas. Wetlands help absorb flood waters and help filter water before it reaches other water bodies. In addition, wetlands are extremely diverse habitats. Site layout should be developed to avoid disturbing any existing wetlands. The eastern loop road is shown in the master plan to cross a "Common "wetland just below the existing dam due to the constricted land area. This is a manmade wetland of less than one-acre in size that may legally be removed by construction and mitigated in another location.

Where possible, mature trees should be retained. Visually pleasing, they maintain the integrity of the site and are important for existing wildlife. Steep areas and drainage corridors should be preserved outright with only minimal development introductions such as paths and natural walks.

Plant diversity is a necessary ingredient in healthy ecosystems to promote biodiversity and resist epidemic disease. Native species are those which evolved naturally to live in a particular region or habitat. Native species to southern Mississippi should be used extensively throughout the development, and exclusively in the habitat areas. Native species often require little or no irrigation, fare better in drought conditions, and tend not to be invasive.

Natural Systems Guidelines Streams

- Protect and enhance existing stream corridors.
- Minimize development within watershed areas.
- Project and enhance the vegetative stream buffers.
- Maintain tree canopies over creeks and streams.
- Protect water quality and stream channels.
- Conserve adequate stream-corridor buffer width
- Do not outfall new stormwater pipes directly into creeks.
- Stabilize stream banks as required using bioengineering concepts.

Stream Preventive and Control Measures

- Avoid erosion.
- Keep flow to predevelopment levels.
- Manage storm water on site near the source.
- Minimize contiguous impervious area.
- Maximize infiltration movement of water into the soil.
- Prevent pollution of stormwater and the stream corridors.
- Comply with or exceed storm water management regulations
- Use innovative, low maintenance methods for keeping water onsite using bioswales and rain gardens.
- Infiltration devices
- Vegetative practices
- Detention/retention practices

Natural Vegetation

- Provide access to undeveloped natural areas with pedestrian pathways where feasible.
- Use predominantly native plant materials in natural and naturalized areas and greenway corridors.

As shown on the preceding vegetation map, most of the site, as well as the surrounding area, is wooded The entire site north of the broad, primary ridge is covered in woodland. Its ridge tops and side slopes are covered by a pine canopy with an emerging deciduous and evergreen hardwood mid-story strata and a dense evergreen shrub understory stratum. Higher and drier ridge tops are covered in longleaf pine with an understory of hickory and post oak. Maple, gum and beech occupy the Spring-fed Valley. Poplar, gum and bay magnolias are typical of the short, narrow ravines. The floodplain valley consists of bottomland oaks.

Most of the site south of the broad, primary ridge had been managed as a golf course. Dramatically sculpted, towering longleaf pines are clustered along the ridge top of former fairways, particularly along the secondary ridge south of the lake. The lake valley upstream and downstream from Lake Sehoy is a mixture of pine, yellow poplar, maple and white oak. The ravine valleys that drain into the lake valley are covered by a mixture of yellow poplar, bay magnolia, red maple and bottomland oaks.

Longleaf Pine

The most dramatic features found within the site's vegetative mosaic include the Gum Swamp Valley's tupelo gum flat, the Spring-fed Valley's emerging beech-magnolia woods, the Lake Sehoy alley's tulip poplar and white oak side slopes, and the former fairway ridges groves of majestic longleaf pine.

Overall, the site's woodlands are dominated by pine with contrasting deciduous trees flourishing along the bottoms of the narrow valleys. The contrast between shady woodland and sunny parkland, green uplands and silver-gray bottomlands and the roll between ridge and valley give the site its one-of-a-kind character.

At the beginning of the 17th century, an estimated 90 million acres of longleaf pine forests existed across the Southeast. However, only 3.4 million acres remain. Deforestation and urbanization have threatened this ecosystem, which is home to 100 bird species, 36 mammal species and 72 species of reptiles and amphibians. As these forests have declined, they have placed many of the wildlife in precarious positions, including many of them being classified as endangered or threatened species.

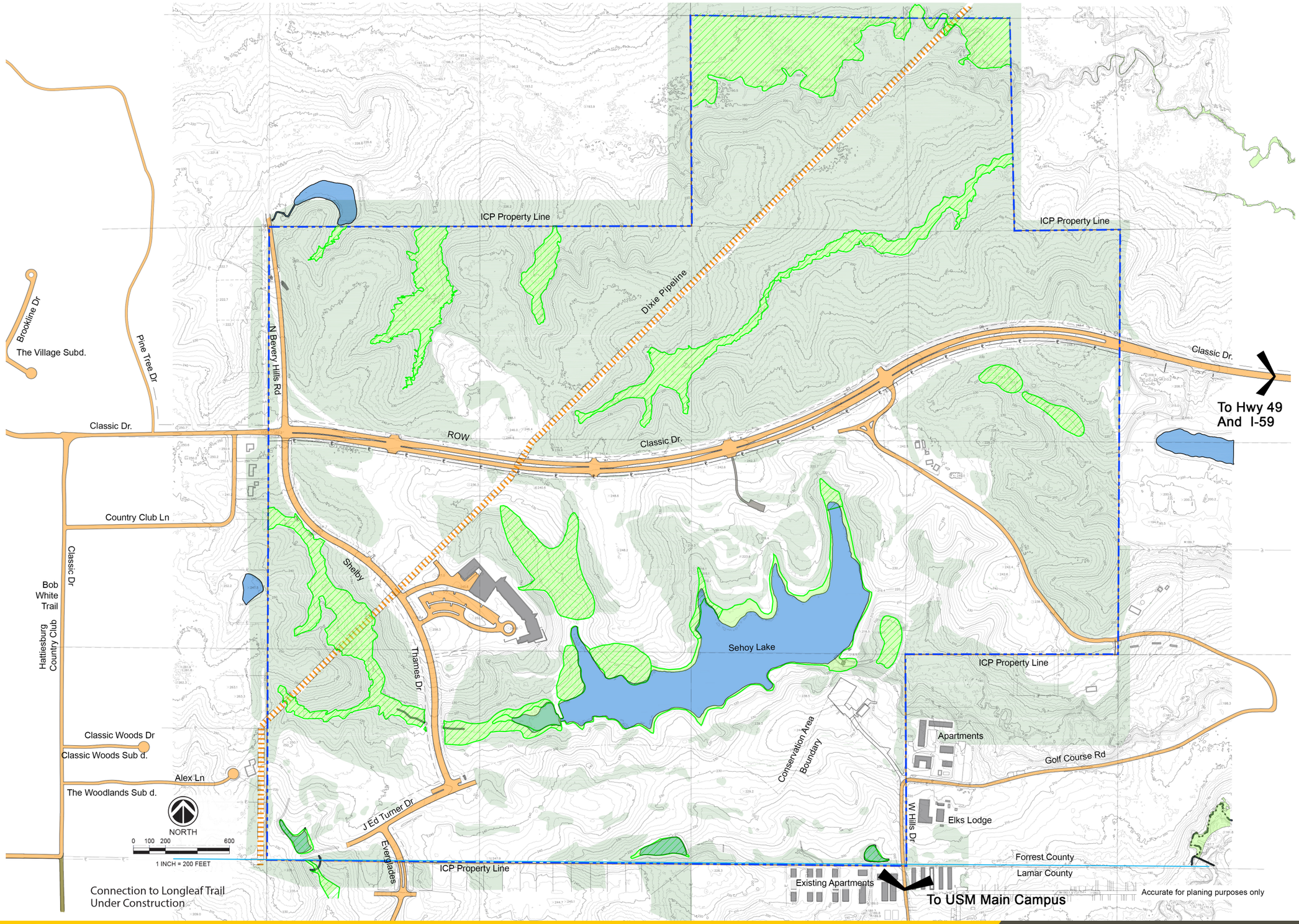
Through its conservation efforts, USDA's Natural Resources Conservation Service (NRCS) is focusing its efforts to help forest landowners more effectively conserve the priority resources concerns of the longleaf pine ecosystem. These programs include the Environmental Quality Incentives Program and the Healthy Forest Reserve Program (HFRP). States involved in the initiative include Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Texas and Virginia.

Longleaf pine is more resistant to insect and disease pests such as Southern pine beetles and fusiform rust than other Southern pines. Longleaf pine is also more resistant to fire than other Southern pines and can be burned at an early age maintaining early successional habitat, benefiting many wildlife species like bobwhite quail.

Because of the tree's smaller crown density and deep root system, Longleaf pine is not as susceptible to wind damage as Southern pines. The Longleaf pine stands withstood Hurricane Katrina's wind 48 percent better than the loblolly pine stands, according to one study.

The Longleaf pines produce longer needles that are preferred landscape mulches. Longleaf pine needles are longer and easier to bale, last longer than other pine mulches and have a distinguished red color that enhances the landscape.

Vegetation



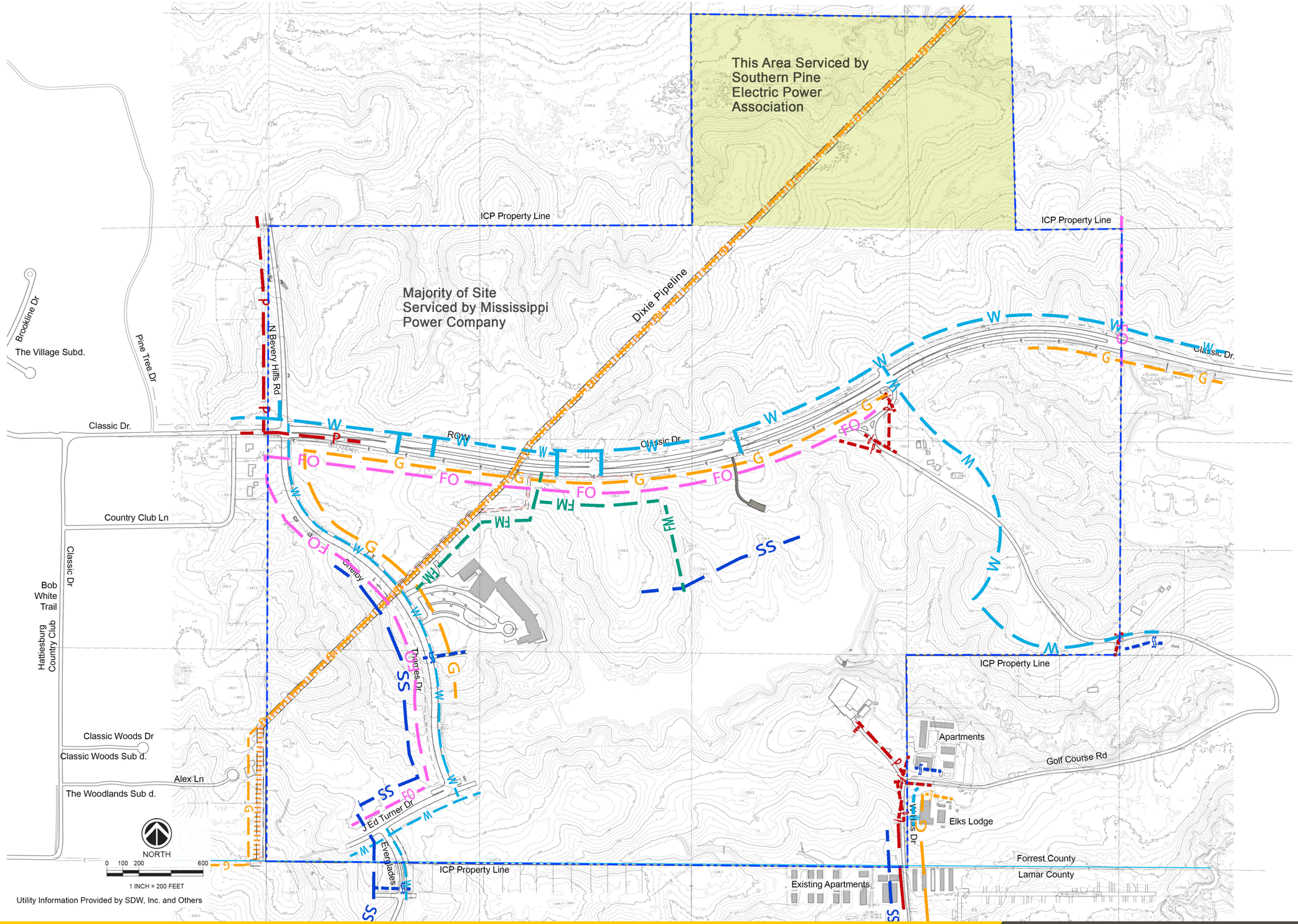
LEGEND

- Wetlands
- Lake
- Nature Vegetation
- Proposed 10′ Multi-Use Pathway Phase 1A
- Proposed 8′ Recreational Trail Phase 1B
- Proposed 8′ Recreational Trail Phase 2
- Proposed 8′ Recreational Trail Connectors
- Existing Roadways
- Proposed Bike & Walking Trail Connecting to Longleaf Trail
- Connection to Longleaf Trail Under Construction

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

Existing Utilities



LEGEND

- Southren Pine Electrict Power Association
- P — Power Line
- G — Gas Line
- W — Watter Line
- SS — Sanitary Sewer
- FO — Fiber Optic
- FM — Force Main
- Dixie Pipeline

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only



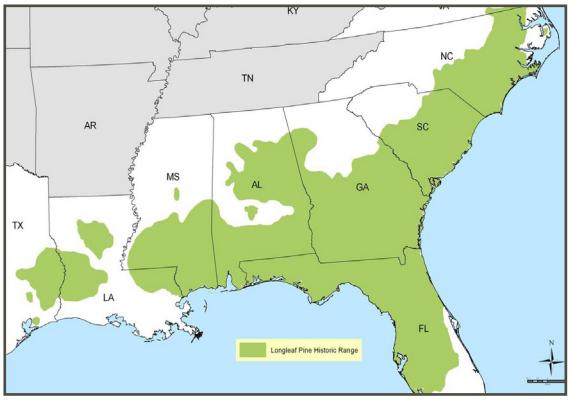
Longleaf Pine Initiative in Mississippi NRCS

Finally, longleaf pine is the best species to use in a silvopasture system due to the smaller crown density, which allows more sunlight to filter through the tree crown canopy to the grass below. Silvopasture is the practice of integrating trees, forage, and the grazing of domesticated animals in a mutually beneficial way. It utilizes the principles of managed grazing, and it is one of several distinct forms of agriforestry.

To find out more about LLPI, contact your local USDA NRCS service center.

Utilities and Jurisdictions

Several utility companies serve the site. Telephone service is provided by BellSouth, AT&T has distribution lines in the vicinity which supply fiber optic service, The natural gas supplier in the area is Spire, Inc. This locally owned company supplies natural gas to many communities though out the southern portion of Mississippi. The cable television provider is Comcast Cablevision of Hattiesburg. The local provider is a subsidiary of Comcast Cablevision which is one of the largest cable television providers in the United States. Two companies supply the electrical service: Mississippi Power Company and Southern Pine Electric Power Association serving the most northern fringes of the ICP. Mississippi Power is a subsidiary of the Southern Company which is a multi-state organization. Southern Pine is an electric power association based in Taylorsville, MS. Their primary mission is to supply affordable electrical service to rural areas. The City of Hattiesburg provides the sanitary sewer service. The City of Hattiesburg and Arnold Line Water Association provide potable water for the local residents. Existing water lines within the park are by City of Hattiesburg. The franchise area of each roughly divides the site in a generally southwest to northeast direction. Arnold Line Water Association is a rural water association with water supplies mainly for residential use.



Longleaf Pine Historic Range

Electrical, telephone, CATV and water service currently are primarily located along the existing infrastructure of existing roadways. These services are normally located within or directly adjacent to the right-of-way. Sanitary sewer service is present on the site and located in rights of ways of Classic Drive and Shelby Thames Drive and in areas adjacent to the site along Golf Course Road and cross country to the south of the site.

Fire protection service is by City of Hattiesburg.

Developable Area

Site analysis culminates with a developable areas map. The map on the following page illustrates areas that have been determined suitable for development with some restrictions for wetlands, steep slopes and preserved vistas or natural areas.



View of Pipeline Looking Northeast from Classic Drive

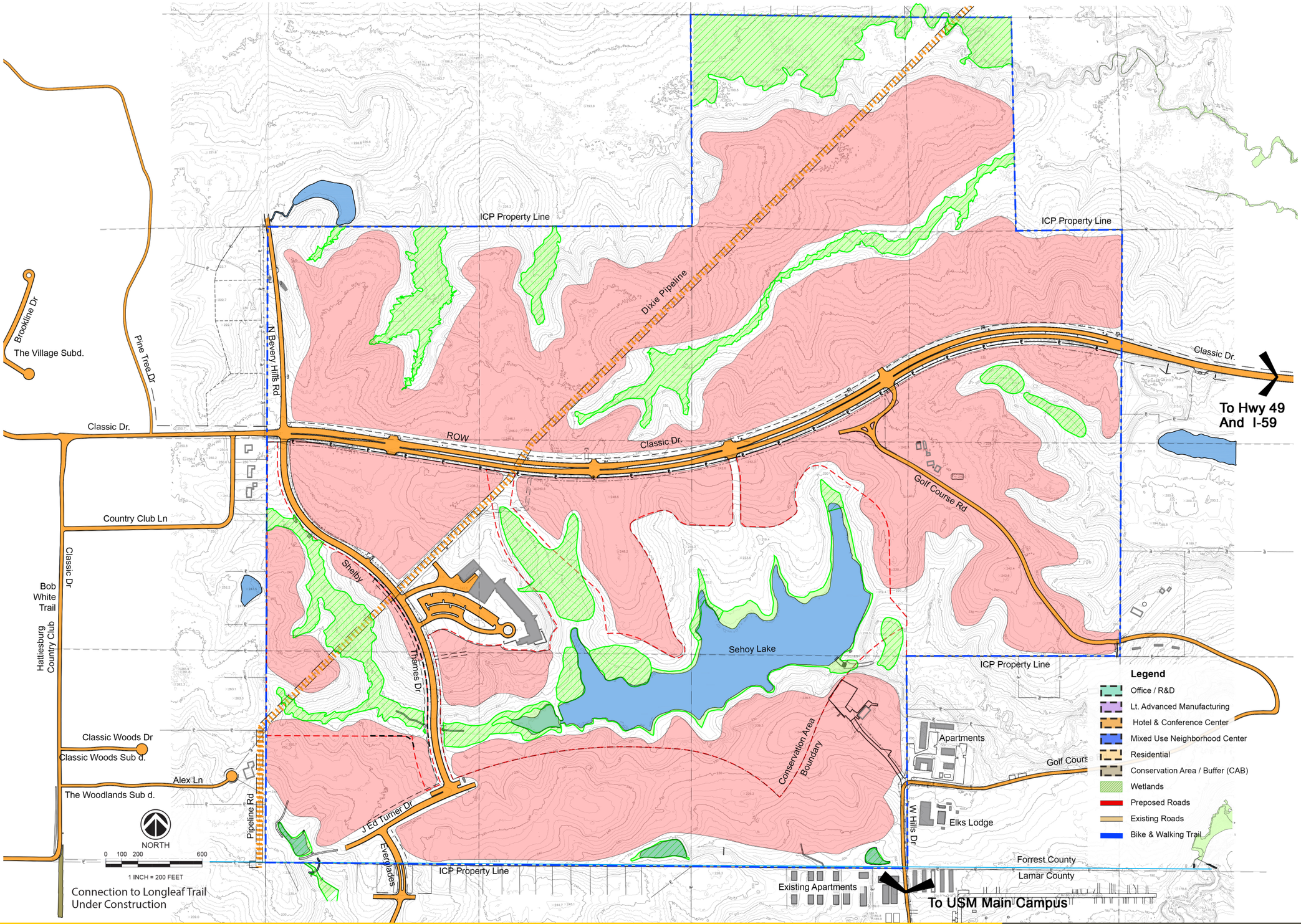
Designating developable land is the result of filtering the various site analysis attributes such as wetlands and slope - the most significant physical constraints. The composite map of developable areas on the following page indicates the areas as a single classification. Generally, the shown developable areas have these aspects:

- Moderate topography – mostly 8% slopes or less.
- Most exhibit areas outside of primary and secondary surface drainage.
- Wetlands are excluded from the category of developable land.
- A majority of The dedicated conservation area associated with Lake Sehoy is excluded

The Evaluation Assumes:

- Utilities can be provided to all developable land
- Climate is assumed generally equal except for north and south facing slopes with prevailing breezes from the east to south. South facing slopes could expect to be more comfortable in the warmer months. South facing slopes on the north side of Sehoy Lake may be warmer in the winter as vegetation and landforms to the north may help reduce cool breezes in the winter months.
- Roads like utilities have minimal impact under the assumption that roads either exist or can be constructed to accommodate need. Large tracts sold for residential development would have internal streets designed and provided by the developer.
- Soils are generally considered good throughout the park.
- Natural areas, open space and vistas will be maintained through regulation as well as Park ownership.
- Land and Water Conservation Areas are not totally excluded from developable areas.

Developable Areas



Legend

- Existing Building Apartments
- Developable Areas
  Approx. 281.4 Acres
- Wetlands
- Existing Road
  Approx. 10.6 Acres
- Dixie Pipeline
- Connection to Longleaf Trail
  Under Construction

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

INNOVATION AND COMMERCIALIZATION PARK

Developable Areas

The University of Southern Mississippi and The Area Development Partnership

MASTER PLAN
22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI.

THE ACCELERATOR

DALE PARTNERS

The developable areas map indicates approximately 267 acres of land suitable for project construction. Some of the conservation area around Lake Sehoy has been included as it is prime land in terms of location and physical properties. Use of this land would require revisions to the Land and Water Conservation Fund agreement for dedicated public lands. Some areas of the LWCF conservation area could be swapped for appropriate land. However, these options for such redesign of the conservation area are limited. It is typical that ridgetops are the most developable land. The Park is no exception. All areas south of Lake Sehoy exhibit relatively good slopes as does the area northwest of the Accelerator. Areas along the south side of Classic Drive also exhibit good slopes along with good views to the lake. Areas north of Classic Drive tend to be steeper. If the northwest portion of Golf Course Road could be relocated further south then a large area of ridgetop opens up for development.

The lands west of Lake Sehoy tend to be steeper with more wetlands. This area may be more suitable for conservation and land swap with the LWCF

The Dixie Pipeline bisects the entire property. Buildings cannot be constructed on the pipeline R.O.W. but roads can cross it as well as parking. Any development in the area of the pipeline should be carefully coordinated with the pipeline managing firm.

Land within the northern most segment of property has wetlands and low bottomland making it unsuitable for development other than parks, trails and green space. This segment acts as a buffer to lands to the north. These bottom lands could be obtained for future swap of LWCF area.

Chapter - 3
Charrette



INNOVATION AND COMMERCIALIZATION PARK

MASTER PLAN

22 January 2021

Chapter 3 - Charrette

Charrette

According to the Urban Dictionary the term “charrette” (little cart) appeared in the late 1800’s. Architecture students at the Ecole Des Beaux – Architects in Paris who needed to rush their designs to their instructors, placed their drawings on a cart which was called a charette. Later the word broadened in meaning and came to describe any intense short form design project. Today, the word is used by the architectural and design community at large to describe any intense on the-spot design effort.

The cart (charrette) was known to carry the designs to an exhibition area often while students added finishing touches as the cart progressed.



Charrette Photo 1

In today’s design world, charrettes are considered a design collaborative planning session involving a team of relevant leaderships, stakeholders and various design, engineering and environmentalists and other professionals. Proposed projects and solutions are adapted in a limited time frame.

Charrette process establishes methodology for a charrette. Key to the on-time process is the defining of the overall goals or desired results. Charrettes can be used for a host of principal phasing and implementation plans and strategies, identification of barriers and corresponding action plans and educating leadership and stakeholders of not only the process but results and action plans.

A Charrette process includes these key tasks:

- Preplanning such as agendas, goal statements, overviews presentation of project and handouts.
- Research data and information on the site and its context. This may include prior studies current demographics and economic information, as well as government entities.
- Site data collection may include items such as topography, legal boundaries, environmental data, vegetation analysis, watersheds, access to the site and regional energy strategies.
- Pre-charrette meetings to obtain participant input on goals and objectives to create early concepts and solutions.

Goals and Objectives

A meeting was held at the Accelerator on October 22, 2019 for the purposes of updating the Park project team and to discuss and record project goals and objectives.

Wikipedia.org defines a goal as an idea of the future or desired result that a group of people envision, plan and commit to achieve. People endeavor to reach goals within a specified time frame. Wikipedia goes on to say that before anyone can set out to achieve a goal, they must decide on what their desired end-state will be.

Business dictionary.com defines objective as a specific result that a person or system aims to achieve within a time frame and with available resources. In general, objectives are more specific and easier to measure than goals. Objectives are basic tools that underlie all planning and strategic activities.

The following objectives were noted in the October 22, 2019 Goals and Objectives Workshop:

Connectivity

a. Interconnect natural setting and features
b. Safe bicycle access and connection to Longleaf Trace
c. To USM main campus by bike or trolley; electric vehicles
d. Possible golf cart connections depending on land use and development
e. Connect off-site private developments
f. Provide public access to Sehoy Lake and trails

Sustainable Design

a. Create an overlay district to manage development pattern and land use
b. Capitalize on perpetual conservation space
c. Strive for an orderly development pattern and land use compatibility
d. Minimize negative impacts of adjacent incompatible land uses
e. Optimize development density
f. Create a town center with diversity, interest and economic viability
g. Preserve wetlands and sensitive ecosystems
h. Preserve area around lake for entrepreneurial development and creativity
i. Encourage pedestrian or bicycle use – rather than automobiles
j. Retain scenery as value
k. Provide shaded trails
l. Outdoor activity areas along trails. Rest stops, drinking fountains, small gathering areas, phone recharging stations

m. Design roadway system to support accentuation of best views and image
n. Employ sustainable site design standards to minimize erosion and the need for built infrastructure
    i. Minimize erosion; protect vegetated slopes
    ii. Reduce the need to build infrastructure with use of natural systems such as bioswales and rain gardens
    iii. Solar orientation of buildings to minimize energy consumption
    iv. Use best management practices throughout development

Visual and image/branding improvements for entry drives for park-on-site and off-site

Make adjacent neighborhoods safer – with safer image

a. Employment opportunities for neighborhoods to elevate quality of life
b. Take advantage of high-end neighborhoods to the west
c. Look at higher end residential development as a use for part of the property. One suggestion is the northwest portion of the site. Also, possibilities for higher end condos.
d. Could sell property north of Classic Drive and retain property around lake for R&D/Education
e. Look at value of highest and best use
f. Look at school systems locations
g. Identify areas that are in dry (non-alcohol) counties and those that are wet

MDA grant: 100 acres for office R&D and light advanced manufacturing

a. Advanced materials
b. USM R&D related to NOAA

Criminal Justice

a. R &D homeland security
b. NCIS – Naval Criminal Investigative Services
c. NCSA – National Center for Supercomputing Applications
d. Data and security

Computer Science – could be in conjunction with university, criminal justice

a. School of Nursing data and security
b. Data centers

Overall Community

a. Engineering R&D, education as possible university collaboratives
b. Improve air service to Hattiesburg
c. See recreation study by City – Visit Hattiesburg Group Destination

City of Hattiesburg Comprehensive Plan 2008 – 2028

Most of the vision statement from the comprehensive plan applies to development of the Park to some degree. Four vision statements stand out as uniquely specific to the Park. They are:

a. Neighborhood
   We envision a city of safe, attractive neighborhoods that are convenient to schools neighborhood shopping centers, and city parks. Neighborhoods where it is safe, accessible and enjoyable to walk or ride bicycles. Neighborhoods where residents watch out for one another and work together to achieve common goals.
b. Natural Environment We envision a city that recognizes and protects its natural environment, a city with clean, scenic creeks, rivers, and streams. A city known for its well-managed urban forest. A city where residents understand how humans impact the natural environment; a city where residents recognize the importance of conserving natural resources.
c. Community Appearance
   We envision a clean city where residents appreciate the beauty of the natural and built environments. A city where residents work together to prevent littering, beautify public and private spaces, protect trees, creeks and rivers, and show visitors a well-maintained, attractive community.
d. Economy
   We envision a diverse economy where it is desirable to locate large business and industries, a city that fosters a prosperous environment for small businesses and entrepreneurship. We focus on attracting and maintaining a qualified workforce for a range of industries and specialties. We understand the importance of offering a high quality of life to residents and business-owners and recognize that continued investment in public and private facilities will ensure and sustain our economic prosperity.

Planning Issues

In the overall process of planning, various concerns have a bearing on the ultimate success of the plan. These concerns can be physical, geopolitical, regulatory or issues with the process itself. Some of these concerns for the Park are:

1. Look at what the land is saying. It has constraints and opportunities. Work these aspects to anticipate challenging conditions early on. Identified opportunities can become functional visual values which not only enhance the user's experience but add monetary value for development. For the Park, topography, drainage, wetlands and natural features are the key site aspects influencing land use.

2. Though the land in the Park seems generous in quantity, the plan should be responsive to efficient layout optimizing financial returns while preserving desired natural features.
3. Be aware of surrounding users and compatibility with the proposed plan.
4. Roadways, stormwater management and infrastructure such as water, sewer, gas and electricity impact on initial and long-term costs. This aspect is closely associated with the land consumption mentioned in issue #2. Phase future growth for cost effective extension of utilities.
5. Plan collaboratively with governing entities to reflect designed benefits for not only the University of Southern Mississippi and the Innovation and Commercialization Park, but those that can provide components of the plan such as infrastructure and amenities. Roads and streets can become barriers to future development and should be in response to the best land uses.
6. A master land use plan must be flexible going forward. Marketability and demand are variable, so a development must adjust to specific demand, marketing strategies and results and adjust to changing trends in a competitive environment.
7. Evaluate areas of responsibility for USM/ICP long term and related costs.
8. Plan uses such as light advanced manufacturing to be compatible with surrounding uses.
9. Identify that the Park Community exhibits insignificant visibility at key access points. This not only impacts way finding but also first impressions of the park.

Organizational Concepts

As a result of the October 22, 2019 workshop and the goals and objectives produced in that process the design team developed three broad brush organizational concepts for the PArk. Common to all three concepts are road and street layouts. These concepts reflect comments in the workshop and interest in maximizing development closer to the lake.

Residential has been included to address several concerns:

- Reduction of land controlled and maintained by USM/ICP on a reasonably aggressive time frame.
- All three concepts assume diversification of the LWCF property through land swaps.
- Residential development can be a good neighbor to existing residential properties off site.
- If demand for residential development is high enough to generate quicker construction in the Park, the forward movement of the park will send a positive message to the community and potential commercial or other enterprises.
- All three concepts illustrate a new connector road from Shelby Thames Dr. to Golf Course Rd. and a proposed segment of north/south connector going to the existing intersection of Classic Dr.
- Street front commercial and town center has been included to provide a functional enterprise to support not only workers in the park but those outside the park. Developed correctly, a “sense of place” could evolve that helps with the Park identity.

- All three schemes indicate property on the south side of Lake Sehoy abuts the lake creating optimum connection to public LWCF property and preserve lands and the lake.
- Town centers and related commercial or residential is generally more successful on streets with higher traffic counts.
- All three concepts present a location for a boutique style hotel on the north shore at Lake Sehoy. Such a hotel might provide a unique meeting space. Concepts demonstrate development based on developable area and generally exclude the total commitment of the Land and Water Conservation Fund (LWCP) preserve. Adjustments for the LWCF preserve will be addressed in the design refinement phase.
- In all three concepts, office/R&D uses are interchangeable with light advanced manufacturing.

Concepts are provided herein on the following pages and described below. The primary purpose of these concepts is to encourage discussion and interaction at the charrette.

Concept 1. Places more emphasis on a linear commercial development along Classic Drive. Ideally, the town center would relate to business development in that area. Note residential development along the south side of Lake Sehoy. Land uses are dispersed more with less grouping.

Concept 2. Has a larger percentage of office/R&D light advanced manufacturing. The town center/commercial area is also more linear residential as optimized as a buffer to adjourning property.

Concept 3. Generally, shows all residential north of Classic Drive. The town center is more westerly bearing some relationship to the existing neighborhoods to the west. Concept 3 presents land use solutions with higher percentages of office/R&D and light manufacturing.

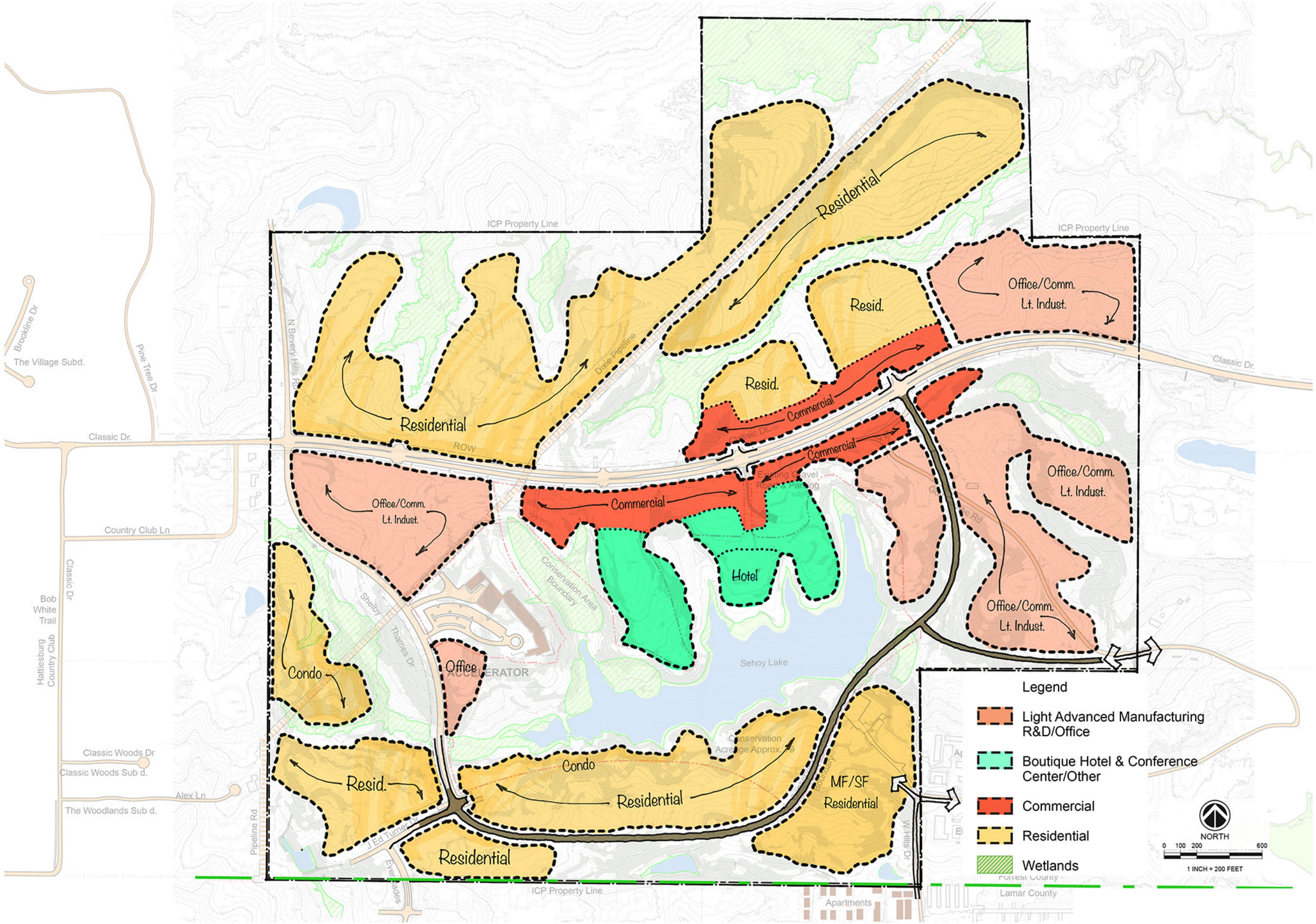
Charrette Recommendations

On November 21, 2019 a charrette was conducted at the Accelerator. Participants included leadership, stakeholders and professionals. A list of participants is provided in the Appendix.

Moving toward more highly advanced schemes, the input and feedback from the charrette has been used to explore options beyond the broad concepts presented in the pre-charrette phase. Below is a list of comments and recommendations from the charrette. Participants delivered input in four primary methods. Each of the three concepts were mounted on boards and displayed on easels. A marker board for sketching and notes was located at the front of the conference room. The four methods are:

a. Open discussion
b. Written comments or sketches directly on one of the three concept boards and marker board.
c. Red and green adhesive tags were provided so participants could apply them on the concept boards. Green for approval or like of the area and red for dislike.
d. Huddle groups at each concept board.

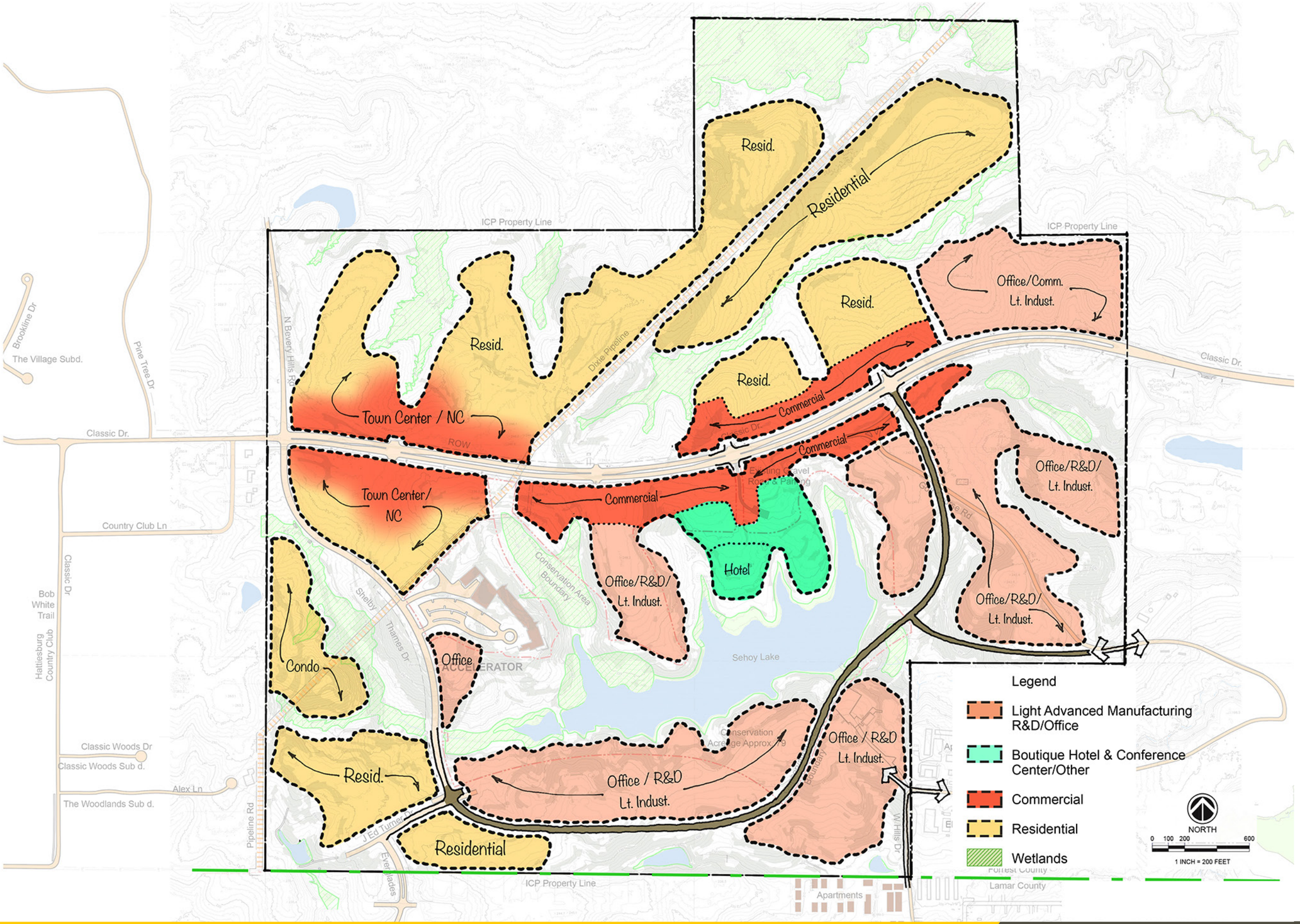
Concept 1



Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

Concept 2



Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

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INNOVATION AND COMMERCIALIZATION PARK

Concept 2

The University of Southern Mississippi and The Area Development Partnership

MASTER PLAN

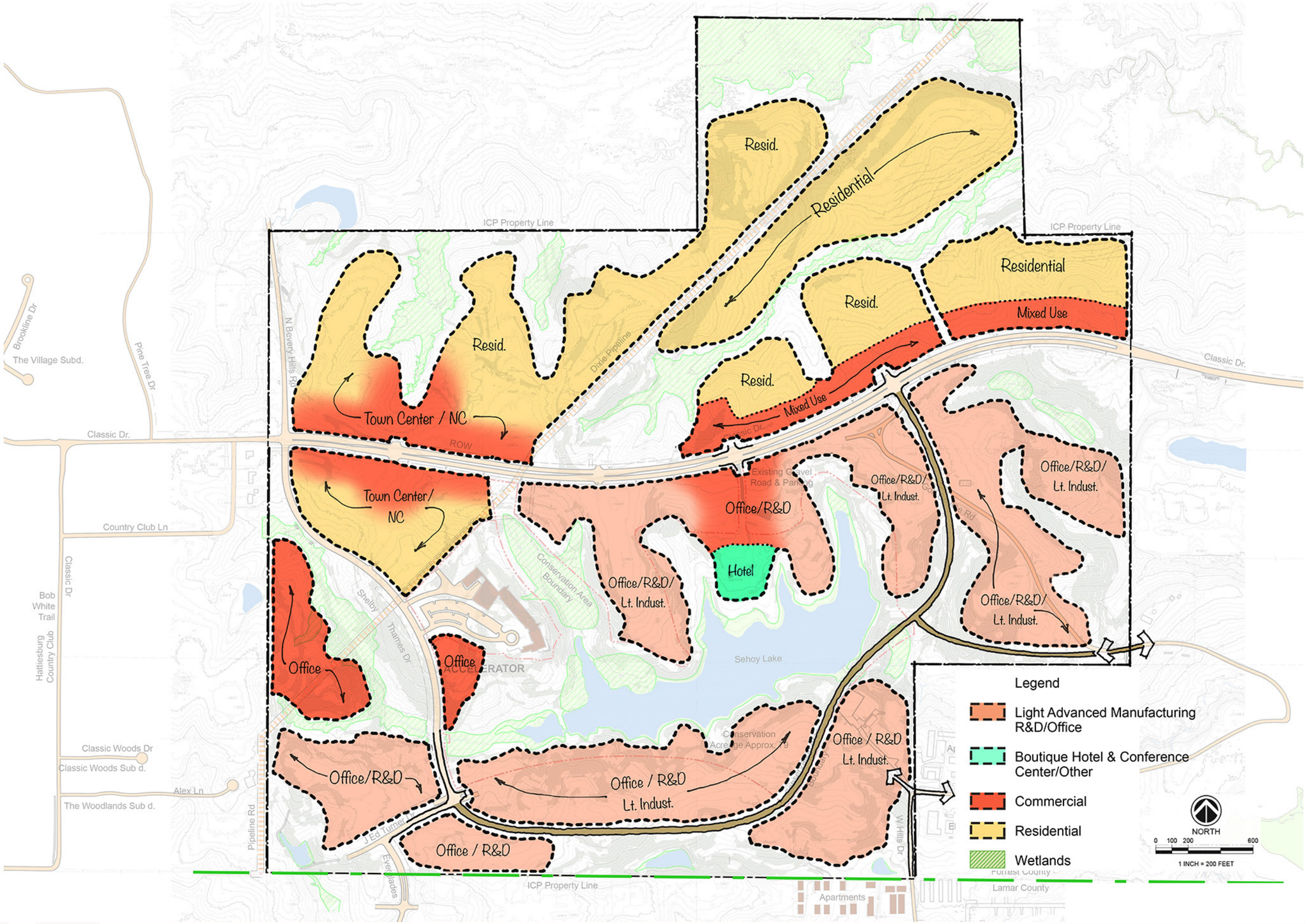
19 November 2019

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

Concept 3



Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

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INNOVATION AND COMMERCIALIZATION PARK

Concept 3

The University of Southern Mississippi and The Area Development Partnership

MASTER PLAN

19 November 2019

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

General Comments and Recommendations



Charrette Photo 2

Recorded recommendations on marker board by charrette group:

a. Locate town center more central to site to promote more interaction with Lake Sehoy and LWCF preserve.

b. Create good delineation between what is office/R&D and what is traditional light industrial (if allowed)

c. If/when J Ed Turner is extended, southwest residential area may quickly become undesirable. Recommend that it remain green space.

d. Big opportunities:

   i. Connectivity to USM south

   ii. Industrial NE site 22-25 acres

   iii. Data center site is a possibility – need to make sure infrastructure is or can be upgraded to handle if needed

   iv. Small conference center with cabins – on lake

e. Multi-use trails / pedestrian walkways throughout

f. Airport access is a weakness

g. Protect residential boundaries to the west

h. Protect recreation area north of lake

i. Expand business incubator

j. Maintain lines of sight to Lake Sehoy

k. Currently Hattiesburg hotels generally in oversupply.

Comments on Concept Boards

Concept 1 Suggestions

a. While the commercial areas along Classic Dr. are desirable, strip malls or strip centers should not be allowed. The commercial areas need to include small neighborhood commercial and mixed-use type buildings.
b. The location of Town Center is not desired in the location shown.
c. The Office/Comm/Lt Industrial areas on the east edge of the site are desired.
d. Make a major connection with a new roadway running due south toward campus.
e. Make a northern connection that connects traffic to Hwy 49 via Rawls Springs Rd.
f. Residential areas adjacent to southwest and western edges are desired as is residential on the southern edge of the lake
g. Desire to keep Office/Commercial areas around the Accelerator

Concept 2 Suggestions

a. The location of the Town Center is not desired on the western edge/entrance of the property.
b. Town Center is preferred to be closer to the center of the lake - presumably near the “hotel” location south of Classic Dr.
c. Commercial and R&D facilities are more desired around the Accelerator, or at least more “Accelerator-type” uses are desired in the area just north of the Accelerator bldg.
d. Create a major connection with a roadway running due south toward campus.
e. The Office/Comm/Lt Industrial areas on the east edge of the site are desired. The area north of Classic Dr. is the “best” location for industrial sites, close to 59 and further from residential areas.
f. Of the large Office/R&D area south of the lake, it would be “ok” to have the eastern half as residential
g. The Office/R&D area on north side of lake would be a great location for a “Retreat” center with possible cabin accommodations on the lake.
h. Preserve the site attractiveness for business and tech companies.

Concept 3 Suggestions

a. The commercial area north of Classic Dr. on the east side is desired as a good site for industrial but needs to be expanded to more than 22 acres if possible. Form the west edge of this area against the extended roadway from the south. A recent potential developer advised that the 22 acres at the east entry north side is too small. Tracts should be larger where possible.
b. The mixed use and residential area adjacent to the 22-acre site is desired.

c. Town Center location on the west end of site is not the desired location, but the residential shown there is desired.
d. The area just north of the Accelerator and south of Classic Dr. should be USM R&D facilities.
e. The small office area shown on the west end of the lake should be a USM Business incubator facility or similar to the Accelerator and work in conjunction with the Accelerator.
f. Area around the lake on the west end should be for tech bldg. uses, but the "office/R&D/Lt. Industrial" notation is not desired at that location.
g. Create a connection to the south with a roadway that connects to campus, as well as connecting to the east property - perhaps an intersection so that traffic from the south can connect easily to both Classic Dr. and the Accelerator with equal ease.
h. A note for "mixed-use" is noted on the northeast area, but that conflicts with the 22-acre site for industrial.

Economic Context

Hattiesburg Five County Region Study

According to the 5 Mississippi Counties Study provided by the University of Southern Mississippi, the population of the 5 counties has grown by 0.3% between 2013 and 2018 and is to grow 0.6% by 2023. Total population of this 5-county region was 236,558 in 2013. The region boasted 105,346 jobs in 2018 with average earnings per job at $20.1K.

Counties included in this study are Forrest, Lamar, Covington, Jones and Perry. The top three industries in 2018 were restaurants and other eating places, and local Government, excluding education and hospitals.

	Population **(2018)**	Labor Force **(2018)**	**Jobs(2018)**	Cost of **Living**	**GRP**	**Imports**	**Exports**
Region	236,558	104,095	105,346	88.8	$9.13B	$11.45B	$11.11B
State	2,985,953	1,304,104	1,276,643	88.4	$112.21B	$140.21B	$155.16B

Labor force participation has continued to rise as indicated in the table below. Unemployment rates are trending downward as seen in the table below.

Timeframe	**Labor Force Participation Rate**	**Timeframe**	**Unemployment Rate**
2013	53.69%	2013	7.39%
2014	52.89%	2014	6.44%
2015	53.63%	2015	5.82%

2016	53.93%	2016	5.52%
2017	54.44%	2017	4.66%
January – April 2018	53.94%	January – April 2018	4.03%
May 2018	54.75%	May 2018	4.82%
June 2018	54.96%	June 2018	5.27%
July 2018	55.21%	July 2018	4.88%

In 2018, the five-county region had 51,168 millennials (ages 20 – 34). The national average for an area this size is 48,855. For those retiring soon, people 55 and older, there were 63,393 in 2018 while the national average for an area this size was 67,244. Veterans in the region were 13,825 in 2018 compared to a national average of 13,716.

Industry characteristics indicate in 2018 the top five highest paid workers were in these industries.

Management of companies and enterprises	$ 116,562
Utilities	$ 104,344
Mining, quarrying and oil and gas extraction	$ 83,095
Health care and social assistance	$ 61,856
Finance and insurance	$ 58,217

The table below presents a broader picture of worker earnings:

Industry Characteristics – 5 County Region

Industry	2013 Jobs	2018 Jobs	Change in Jobs	%Change in Jobs	2018 LQ	2018 Earnings Per Worker	2017 GRP
Government	24,019	24,470	451	+2%	1.54	$49,211	$1.41B
Retail Trade	12,388	12,956	568	+5%	1.21	$28,408	$717.45M
Manufacturing	12,250	12,343	93	+1%	1.49	$55,757	$1.24B
Health Care and Social Assistance	9,802	10,467	665	+7%	0.79	$61,856	$756.90M
Accommodation and Food Service	9,104	7,789	685	+8%	1.08	$16,135	$268.51M
Construction	5,009	5,349	340	+7%	0.92	$44,516	$406.64M

Administrative Support and Waste Management and Remediation Services	3,803	5,179	1,376	+36%	0.79	$26,154	$201.76M
Other Services (except) Public Administration	4,672	4,672	56	+1%	0.92	$23,531	$193.37M
Transportation and Warehousing	3,095	3,622	527	+17%	0.97	$50,734	$329.48M
Wholesale Trade	2,536	2,680	144	+6%	0.68	$54,405	$422.72M
Finance and Insurance	2,532	2,659	127	+5%	0.63	$58,217	$368.51M
Professional, Scientific, And Technical Service	2,203	2,341	138	+6%	0.34	$54,415	$236.99M
Educational Services	1,770	1,445	-325	-18%	0.53	$36,488	$64.27M
Management of Companies and Enterprises	894	1,288	394	+44%	0.86	$116,562	$189.48M
Real Estate and Rental and Leasing	1,271	1,287	16	+1%	0.73	$40,640	$256.34M
Agriculture, Forestry, and Hunting	1,058	1,200	142	+13%	0.95	$42,631	$224.08M
Mining, Quarrying, And Oil and Gas Extraction	2,212	1,131	-1,081	-49%	2.66	$83,095	$597.14M
Utilities	924	907	-17	-2%	2.49	$104,344	$311.67M
Arts, Entertainment, And Recreation	816	881	65	+8%	0.48	$19,825	$29.18M
Information	810	678	-132	-16%	0.35	$52,962	$143.65M

15,718 Companies that Employ Your Workers in the Region

In 2018, profiles for regional workers were 15,178 companies as employers, with the top 10 appearing below. In the last 12 months, 2,405 companies in the region posted job postings, with the top 10 appearing below.

Top Companies	Profiles	Top Companies Posting	Unique Postings
University of Southern Mississippi	1,466	CRST International, Inc.	995
Forrest Country General Hospital	1,021	C.R. England, Inc.	595
United States Department of Treasury	387	Forrest General Health Services	553
General Dynamics Corporation	374	J.B. Hunt Transport Services, Inc.	464
Wal-Mart Stores, Inc.	373	South Central Regional Medical	425
Lamar County School District	305	USA Truck, Inc.	408
Hattiesburg Public School District	294	Dollar General Corporation	348
Hattiesburg Clinic, Professional	290	Community Health Systems, Inc.	237
Howard Industries, Inc.	272	Swift Transportation Company	217
Wesley Medical Center	259	Low's Companies, Inc.	190

The table below compares location of work place to where workers live. The Innovation and Commercialization Park (ICP) has the potential to add not only high-quality residential living areas but also high paying jobs. This objective reinforces the "live, work, play" ideology that is gaining momentum throughout the country. For the LCP to be competitive in today's market, strengthening quality of life opportunities for users and residents is essential.

5 County Region

Where Talent Works			Where Talent Lives		
Zip	Name	2018 Employment	Zip	Name	2018 Workers
39401	Hattiesburg, MS (in Forrest County)	18,780	39401	Hattiesburg, Ms. (in Forrest)	15,619
39042	Hattiesburg, MS (in Forrest County)	14,569	39042	Hattiesburg, MS (in Forrest)	14,777
39440	Laurel, MS (in Jones County)	14,458	39443	Laurel, MS (in Jones county)	9,280
39475	Purvis, MS (in Lamar County)	13,218	39465	Petal, MS (in Lamar County)	8,803
39482	Sumrall, MS	5,188	39475	(In Lamar County)	7,755

With these broad-brush statistics in mind, the ICP should address retaining workers and attracting new highly skilled workers. One strategy to accomplish this objective is to bring in high skilled

industries, from technology-based companies to professional services into the marketplace. Long term prosperity can be achieved by cultivating a more resilient, diverse and Tech-oriented base. This objective was supported in the work sessions and Charrette.

Hattiesburg employment/worker statistics for 2017 indicate that there were 42,791 workers in the city. Of those, 17,477 live in the city while 33,095 or 77.3% of workers live outside the city. There were 9,696 workers employed in the city who also live in the city. 7,781 workers live in the city but were employed outside the city.
Hattiesburg is Mississippi's fourth largest city and the third most visited city. Visit Hattiesburg 2019 lodging market analysis revealed the market segments that are driving overnight visitation. Lodging Market Analysis provides a snapshot of who visitors are. Observations included:

a. More than half (54.8%) of Hattiesburg's lodging demand is being driven by the combined business transient segments of individuals traveling for: business, government/military, long-term labor/construction and medical-related reasons.
b. The combined leisure transient segments of tourists, which includes VFR (visiting friends & relatives), people passing through the area and university-related travelers accounted for (29.8%) of the overall lodging market room demand.
c. The combined group/conference/meeting segments account for the remaining 23.1% of room nights sold.
d. STR data supported these findings with Friday and Saturday nights running highest occupancy, followed closely by Tuesday and Wednesday nights. Leisure transient and the combined group markets primarily filling both the weekend and weekday nights, while the combined business transient market segments most likely accounting for the mid-week room demand. The following table shows more detail.

Hattiesburg Visitor Market Segmentation

On the following pages contain data on R&D expenditures at U.S. universities and colleges - published in 2018. Overall, Federal expenditures represent 54% of R&D expenditures by U.S. universities and colleges.

In 2016 dollars, Mississippi spent overall $920 million on R&D, of which 26.4% were Federal dollars. This equated to $308 per capita. The highest in the nation was California at $135,129 billion with 1.7% Federal dollars and $3,446 per capita. The lowest was South Dakota at $289 million with 5.5% Federal dollars and $335 per capital

2018	Hattiesburg, MS Market Segmentation
54.8%	**Business / Gov't / Medical - Transient**
22.6%	Business travelers (individuals)
13.4%	Government / Military
7.3%	Skilled workers (long term labor - construction)
3.8%	Medical-related
29.8%	**Leisure - Transient**
12.8%	Tourists visiting the area (local attractions, shopping, events, visiting friends / relatives, etc.)
9.3%	Pass - through / Other
7.7%	University related primaily ballgames and graduation
23.1%	**Groups / Conference / Meetings**
7.4%	SERF -- social, educational, religious, fraternal
6.9%	Team sports / Tournaments
4.0%	Conferences / Meetings / Associations
3.9%	Government / Military
0.9%	Group Tour / Motorcoach

R&D expenditures at universities and colleges, by field: FY 2016
(Millions of current dollars)

Field	Total expenditures	Federal expenditures
All R&D fields	71,833	38,794
Computer and information sciences	2,078	1,443
Geosciences, atmospheric sciences, and ocean sciences	3,088	1,993
Life sciences	40,888	21,798
Mathematics and statistics	682	444
Physical sciences	4,894	3,287
Psychology	1,219	761
Social sciences	2,367	899
Sciences nee	1,077	465
Engineering	11,382	6,583
Non-S&E	4,161	1,120

nec = not elsewhere classified.

Note(s)
Detail may not add to total because of rounding.

Source(s)
National Science Foundation, National Center for Science and Engineering Statistics, Higher Education Research and Development Survey (HERD), FY 2016.

Science and Engineering Indicators 2018

Higher education R&D expenditures, by Carnegie classification, institution type, and type of cost: FY 2016

(Thousands of dollars)

Carnegie classification and institution type	All R&D expenditures	Direct Costs									Indirect costs	
		Total	Salaries, wages, and fringe benefits	Software purchases			Capitalized equipment	Passed through to subrecipients	Other direct costs	Total	Recovered	Unrecovered
				Total	Noncapitalized software	Capitalized software						
All institutions	71,833,308	55,299,302	31,476,669	113,777	95,247	18,530	2,171,192	5,733,598	15,804,066	16,534,006	11,460,964	5,073,042
Research universities - very high research activity	51,249,576	38,866,432	22,077,133	62,795	56,434	6,361	1,473,962	4,265,477	10,987,065	12,383,144	8,742,566	3,640,578
All other universities and colleges	20,583,732	16,432,870	9,399,536	50,982	38,813	12,169	697,230	1,468,121	4,817,001	4,150,862	2,718,398	1,432,464
Public	47,147,814	36,991,418	21,773,123	89,480	74,178	15,302	1,578,451	3,555,996	9,994,368	10,156,396	6,622,726	3,533,670
Private	24,685,494	18,307,884	9,703,546	24,297	21,069	3,228	592,741	2,177,602	5,809,698	6,377,610	4,838,238	1,539,372

Source(s)

National Science Foundation, National Center for Science and Engineering Statistics, Higher Education Research and Development Survey (HERD), FY 2016.

Science and Engineering Indicators 2018

Chapter - 4
Master Plan



INNOVATION AND COMMERCIALIZATION PARK

MASTER PLAN

22 January 2021

Chapter 4 - Master Plan

Master Plan and Land Use Options

As a product of the charrette and resulting recommendations, three land use options were developed reflecting the ideas generated in the charrette. These ideas combined with further study and analysis assisted the design team in formulating and refining concepts into land use options. These options are located on the following pages.

Specific land use typologies have been employed to provide distinction of intent. These typologies are further defined in the following section.

The goal is for leadership to be able to visually and numerically explore and view the best options and make decisions about further development of a final direction. Final direction could be one option or a combination of different options. A final direction would be tested for optimum land utilization while preserving desired natural features. Cost of development also comes into play as a practical application in evaluation. Cost would include additional infrastructure and funding mechanisms to support infrastructure expansion. These can front-load a project's capital cost thereby stressing budgets for quick start components.

Proposed Land Use

The Innovation and Commercialization Park Master Land Use Plan is illustrated on the following page Master Land Use Plan. The Land Use Plan is comprised of five land use typologies and three non-typology land uses. All are discussed further below.

Overlay District

Master Plan and Land Use Typology

Land uses are the recommended types of development activities that should occur in a development. In the case of the Innovation and Commercialization Park (the Park), land uses are primarily suburban. Typologies provided in this report represent feedback from the Park administrators and stakeholders as well as charrette work session participants.

Non-typology uses are mapped outside the typology system due to their scale and or nature of their use. Those used in this study are discussed on the following pages.

1. **Residential/Housing:** Four types of housing have been considered for the Park. Though residential/housing is a general typology as illustrated on option maps, sub-categories may be implied at various locations. Ultimately, development should take into consideration the compatibility of each sub-category in the overall plan. These strategies are addressed in the overlay district to help guide development and density.

    a. Detached Housing: Refers to detached single family homes where the entire property is under single ownership.

b. Attached Housing: May include townhomes/condominiums, new houses, stacked flats and other legally complete dwellings joined by common walls. Each unit is on its own lot are part of a condominium.

c. Mixed Use/Neighborhood Center Housing: Can be attached housing as described above or flats over retail/commercial space. Guidelines will determine ownership of these units as condominiums or rental units

d. Assisted Living Facilities: Sometimes referred to as residential care, is a type of living arrangement in which personal care services such as meals, housekeeping, transportation, and assistance with activities of daily living are available as needed. An important aspect of assisted living facilities are activities for residents. The natural character and open spaces of the Park are highly suitable for such a facility.

2. **Boutique Hotels:** Typically, these hotels are themed on a stylish or aspirational manner and are generally smaller in scale than conventional hotels Hattiesburg currently has a number of hotels that supply the market with rooms at competitive prices and support the Lake Terrace Convention Center. A market may exist for a unique hotel in a lake setting offering an interesting alternative to typical hotels in the Hattiesburg area. As the Park expands, a small meeting room component could offer benefits within the Park. Specialty dining a rooftop bar could become popular with locals.

3. **Mixed Use:** With small scale offices, retail and personal or professional services, these components help to form the combined mixed-use neighborhood center. This area provides a sense of place for those in the park and surrounding developments. The neighborhood center could also have residential second or third story elements as condominiums or rental units.



The Claiborne at Adelaide, Starkville, MS

4. **Office/R&D:** Commercial office, company headquarters and research & development that could have an educational component. This would typically be larger developments on tracts of five acres or more.

5. **Light Advanced Manufacturing:** Advanced manufacturing centers upon improving the performance of industry through the innovative application of technologies, process and methods to product design and production. A 2010 survey of advanced manufacturing definitions by the White House states: "A Concise definition of advanced manufacturing offered by some is manufacturing that entails the rapid transfer of science and technology (S&T) into manufacturing products and processes."

Non-Typology Land Uses

1. Parks: Scenic Lake Sehoy provides an excellent public space with its 18-acre man-made lake, ropes course and walking/jogging trails. The Park's non-topology use is intended for public or private property for active or passive recreation such as the Lake Sehoy area, trails and certain conservation areas.
2. Conservation Area/Buffer/CAB: Similar to "Parks" CABs are not necessarily public but areas with wetlands, flora, and natural characteristics which should be preserved or protected. Often these areas are environmentally sensitive or pose risks for erosion or impacts on flora and/or wildlife. Such areas may be sold or leased with terms requiring the perpetual maintenance of the conservation areas.
3. Buffers: Landscaped and natural green wooded areas which are used to create a visual separation between land uses within the Park or adjacent lands. These areas may include wetlands, small water bodies or streams. Residential uses should be buffered from all commercial uses except in town center development. Buffer areas may be sold or leased with terms requiring the perpetual maintenance of the buffer.

Introduction to Options

Option 1

Option 1 most closely resembles the concepts prepared earlier in the project for the charrette. A potential boutique hotel is included in Option 1 and 3 but could be added to others. The idea behind the boutique hotel is that good sites exist in the area of Lake Sehoy suitable for a unique smaller hotel or lodge or even small cabins. While Hattiesburg has a number of hotels, a boutique lodging facility here with a small amount of meeting space could generate a clientele looking for something special. If developed adjacent to the town center, beneficial synergies could help both uses.

Of the options created and presented here, Option 1 has the highest amount of residential. The permanent conservation areas around Lake Sehoy and to the west are fixed acreage. Any modification of the total acreage would require an equal amount of acreage added for those deducted.

As suggested by charrette participants, office/R&D has been clustered around the accelerator. Residential areas north of Classic Drive are buffered by natural terrain and wooded areas containing wetlands.

A new road is also proposed across the southern portion of the park connecting Shelby Thames Drive with W. Hills Drive. The proposed roadway closely follows the southern property line and keeps developable land south of Lake Sehoy unbroken so the development takes optimum advantage of being “lake front” property. Commercial/mixed use/neighborhood center is the most aggressive with option 1 as it relates to acreage. The extent of this type of development will depend largely on marketing and promotion of these uses. In this case, a residential section is attached to the use and could be high density residential.

Option 2

Most of the conservation area around Lake Sehoy is preserved in Option 2. A new arterial roadway connecting W. Hills Drive to the core of the Park presents a good opportunity to improve vehicular connectivity to the main USM campus. This arterial street would be a great connector – by extension – to US Hwy 49. In the charrette, support for connecting to Hwy 49 was strong. Beneficiaries would not only be the USM and the Park but the City of Hattiesburg and Forrest and Lamar Counties. A new road is also proposed across the southern portion of the park connecting Shelby Thames Drive with W. Hills Drive.

All three options suggest a revision of the existing roadway connecting Shelby Thames Drive and Everglades Road on the southwest corner of the Park. As shown on all three options is a proposed bike and walking path to connect Lake Sehoy with the Longleaf Trace – thereby strengthening the bike and pedestrian connector to the main campus as well as recreation opportunities on the Longleaf Trace. All three schemes propose a new roadway connector to Golf Course Road.

Option 2 has slightly less residential acreage than option 1.

Option 3

Last of the 3 options, three presents another location for the proposed north/south roadway. Here the existing intersection is used where this roadway meets Classic Drive as in option 1. Three indicates the greatest amount of acreage allocated to Light Advanced Manufacturing and Residential use is reduced to the lowest of the three options.

In options 2 and 3, current public lake and park along the north side of Lake Sehoy are preserved. This does not preclude the possibility of developing those parcels at some future date as long as overall acreage in the Land and Water Conservation Fund (LWCF) conservation area is maintained.

Utilizing the existing intersection with Classic Dr. will likely save money for infrastructure. The intersection has already been set up as a priority location for a new road connection.

Option 1

Combined Acreage Use

- Appr. 69 Acres Office / R&D
- Appr. 59Acres Lt. Advanced Manufacturing
- Appr. 4 Acres Hotel & Conference Center
- Appr. 14 Acres Mixed Use Neighborhood Center
- Appr. 111 Acres Residential
- Appr. 90 LWCF Conservtion Area

Appr. 347 Total Developed

Legend

- Office / R&D
- Lt. Advanced Manufacturing
- Hotel & Conference Center
- Mixed Use Neighborhood Center
- Residential
- Conservation Area / Buffer (CAB)
- Wetlands
- Proposed Roads
- Existing Roads
- Bike & Walking Trail
- Connection to Longleaf Trail Under Construction
- Dixie Pipeline
- High Point
- Low Point

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

INNOVATION AND COMMERCIALIZATION PARK

Land Use Option 1

The University of Southern Mississippi and The Area Development Partnership

MASTER PLAN
22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

Option 2

Combined Acreage Use

- Appr. 44 Acres Office / R&D
- Appr. 82 Acres Lt. Advanced Manufacturing
- Appr. 17 Acres Mixed Use Neighborhood Center
- Appr. 102 Acres Residential
- Appr. 107 LWCF Conservtion Area

Appr. 349 Total Developed

To Hwy 49

Conservation Area / Buffer

LOW POINT ELEV 178

CAB

Lt. Advanced Manufacturing Apprx.16 Acres

Lt. Advanced Manufacturing Apprx.13 Acres

HIGH POINT ELEV 192

ICP Property Line

ICP Property Line

CAB

CAB

Lt. Advanced Manufacturing Apprx.22 Acres

Dixie Pipeline

Combined Mixed Use Neighborhood Center Apprx. 17 Acres

Residential Apprx.47 Acres

CAB

Lt. Adv. Mfr. Apprx.3 Acres

Conservation Area / Buffer

Classic Dr.

To Hwy 49 And I-59

ROW

Classic Dr.

HIGH POINT ELEV 242

Office / R&D Apprx. 13 Acres

Office / R&D Apprx.16 Acres

HIGH POINT ELEV 248

Office / R&D Apprx. 15 Acres

LOW POINT ELEV 190

Lt. Advanced Manufacturing Apprx.28 Acres

L W C F Conservation Area Apprx.76 Acres

Existing Accelerator Apprx. 10 Acres

CAB

CAB

CAB

Sehoy Lake

HIGH POINT ELEV 256

L W C F Conservation Area Apprx.28 Acres

LOW POINT ELEV 196

ICP Property Line

Apartments

Golf Course Rd

Conservation Area Boundary

HIGH POINT ELEV 250

Residential Apprx.11 Acres

HIGH POINT ELEV 248

Residential Apprx.44 Acres

LOW POINT ELEV 200

CAB

Elks Lodge

Forrest County

Lamar County

ICP Property Line

Proposed Bike & Walking Trail Connection to Longleaf Trail

Existing Apartments

To USM Main Campus

Connection to Longleaf Trail Under Construction

The Village Subd.

Brookline Dr

Pine Tree Dr

N Bevery Hills Rd

Country Club Ln

Classic Dr

Bob White Trail

Hattiesburg Country Club

Shelby

Shelby Thames Dr

Everglades

W Hills Dr

Classic Woods Dr

Classic Woods Sub d.

Alex Ln

The Woodlands Sub d.

NORTH

0 100 200 600

1 INCH = 200 FEET

Legend

- Office / R&D
- Lt. Advanced Manufacturing
- Hotel & Conference Center
- Mixed Use Neighborhood Center
- Residential
- Conservation Area / Buffer (CAB)
- Wetlands
- Proposed Roads
- Existing Roads
- Bike & Walking Trail
- Connection to Longleaf Trail Under Construction
- Dixie Pipeline
- High Point
- Low Point

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

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INNOVATION AND COMMERCIALIZATION PARK

Land Use Option 2

The University of Southern Mississippi and The Area Development Partnership

MASTER PLAN
22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

Option 3

Combined Acreage Use

- Appr. 57 Acres Office / R&D
- Appr. 46 Acres Lt. Advanced Manufacturing
- Appr. 4 Acres Hotel & Conference Center
- Appr. 21 Acres Mixed Use Neighborhood Center
- Appr. 114 Acres Residential
- Appr. 99 LWCF Conservtion Area

Appr. 341 Total Developed

To Hwy 49

Conservation Area / Buffer

LOW POINT ELEV 178

Residential Apprx.68 Acres

Residential Apprx.13 Acres

HIGH POINT ELEV 192

CAB

ICP Property Line

CAB

CAB

Dixie Pipeline

Lt. Advanced Manufacturing Apprx.21 Acres

Combined Mixed Use Neighborhood Center Apprx. 21 Acres

Residential Apprx.68 Acres

Conservation Area / Buffer

Classic Dr.

To Hwy 49 And I-59

CAB

ROW

Classic Dr.

HIGH POINT ELEV 242

Office / R&D Apprx. 7 Acres

Office / R&D Apprx. 16 Acres

HIGH POINT ELEV 248

Office / R&D Apprx. 15 Acres

Boutique Hotel Apprx. 4 Acres

Lt. Advanced Manufacturing Apprx.25 Acres

LOW POINT ELEV 190

CAB

CAB

Existing Accelerator Apprx. 10 Acres

L W C F Conservation Area Apprx.71 Acres

Sehoy Lake

HIGH POINT ELEV 256

L W C F Conservation Area Apprx.28 Acres

LOW POINT ELEV 196

ICP Property Line

Conservation Area Boundary

Apartments

HIGH POINT ELEV 250

Residential Apprx.11 Acres

HIGH POINT ELEV 248

Office / R&D Apprx. 19 Acres

Residential Apprx.15 Acres

LOW POINT ELEV 200

Golf Course Rd

Residential Apprx.7 Acres

Elks Lodge

CAB

ICP Property Line

Forrest County

Lamar County

Proposed Bike & Walking Trail

Connection to Longleaf Trail

Existing Apartments

To USM Main Campus

Connection to Longleaf Trail Under Construction

The Village Subd.

Brookline Dr

Pine Tree Dr

N Bevery Hills Rd

Shelby Thames Dr

W Hills Dr

Everglades

Country Club Ln

Classic Dr

Bob White Trail

Hattiesburg Country Club

Classic Woods Dr

Classic Woods Sub d.

Alex Ln

The Woodlands Sub d.

NORTH

0 100 200 600

1 INCH = 200 FEET

Legend

- Office / R&D
- Lt. Advanced Manufacturing
- Hotel & Conference Center
- Mixed Use Neighborhood Center
- Residential
- Conservation Area / Buffer (CAB)
- Wetlands
- Proposed Roads
- Existing Roads
- Bike & Walking Trail
- Connection to Longleaf Trail Under Construction
- Dixie Pipeline
- High Point
- Low Point

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

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INNOVATION AND COMMERCIALIZATION PARK

Land Use Option 3

The University of Southern Mississippi and The Area Development Partnership

MASTER PLAN

22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

Master Land Use Plan (The Park Plan)

Located on the following page The Master Land Use Plan (the Park Plan) provides recommended land use typologies as discussed earlier in this chapter. Based on the site analysis approximately 3 &1 acres of land within the Park is considered developable. This acreage excludes existing road sights of way. In the Park plan, some areas are consolidated for purpose of creating practical tracts while portion of the tracts may contain land with certain development challenges.

The Park Plan focuses on marketable uses, logical vehicular roadways providing access to all parcels/ uses, and opportunities to preserve valuable natural and scenic characteristics. Phasing has been considered in the Park Plan as it relates to existing roadways and infrastructure- making it possible to accelerate development of some uses. The existing Classic Dr. is a significant phasing consideration since it is in place and has major utilities for the most part, that would make land adjacent to Classic Dr. an almost immediate economic generator with minimal infrastructure required.

Through the planning process, a determination was made to offer land north of Classic Dr. for outright sale- thereby generating cash flow for additional infrastructure. North/South vehicular circulation to the main USM campus is a priority. This arterial connector would also bring traffic to the proposed town center node at the intersection created at Classic Dr. Getting development going north of Classic Dr. will also bring construction activity publicly indicating progress with the Park.

Lt. Advanced Manufacturing is located closest to I-59 and US 49 vehicular access with the goal to minimize traffic of longer vehicles within the Park.

Residential on the north side of Classic Dr. and along the south side of the Park provide buffers to surrounding residential developments. The LWCF conservation area at the west end of The Park also provides similar buffer. Lands to the south of Classic Dr. would be retained by USM and leases to developers on long term leases.

The Park Plan proposed roadway system is intended to improve vehicular circulation within the Park while enhancing acres to the Park. A north/south arterial connector would satisfy a current need for improvement main campus access as overall as access to US HWY 49 to the north. The concept of connecting to US 49 is to make new interchange at 49 and have Rawls Springs Loop Rd. tie into the new connector. The newly created interchange offers significant alignment and gateway improvements. The image opportunities is probably the most significant to provide a real gateway to the Park.

Residential land north of Classic Dr. is considered best for higher end single family development. Using a more traditional neighborhood development (TND) design approach would increase density, create common use open space, and preserve environmentally sensitive, and natural access.

The town center is proposed at an existing interchange in Classic Dr., adjacent to diffusive land use and densities. A suggested Sehoy Lake Lodge could become a key Park component, enhancing the town center, and taking advantage of being adjacent to the lake and natural areas.

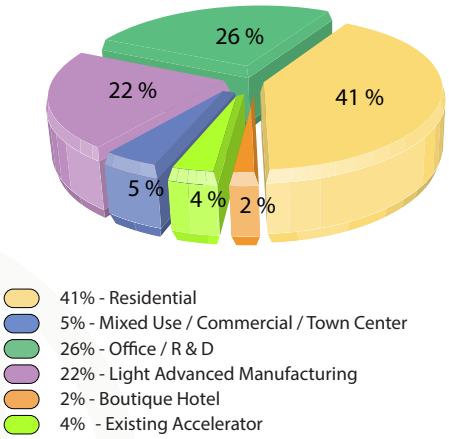
Areas near the southern property line provide good opportunities for a quality assisted living facility. Access to the Lake and natural areas with walking paths and trails are among the amenities made available to encourage exercise and outdoor activity. Land adjacent to the South Side of Classic Dr. designated for Office/ R&D use – is some of the most prime and most visible property within the Park. This property should be retained for projects of the highest caliber. Potential land swaps for the LWCF preserve could expand the age of these tracts. Bottom Land at the north boundary of The Park property could possibly be traded for some of the current LWCF property.

In development of the Park, care should be taken to minimize small tracts except in the town center area. Broken small tracts would not provide the desired character for the Park as a whole.

USM and the ICP will need to coordinate with the Mississippi Institution of Higher Learning (IHL) and Mississippi Legislative authorization for leasing of university property. A key component of this collaboration is the length of Lease allowed in terms of time duration with impacts developer's ability to obtain financing for projects.

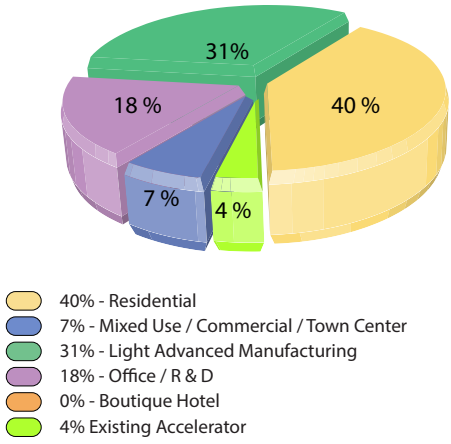
The color-coded pie charts below indicate the typologies by color and approximate percentage of the overall property in each of three (3) .

Proposed Land Use - Option I

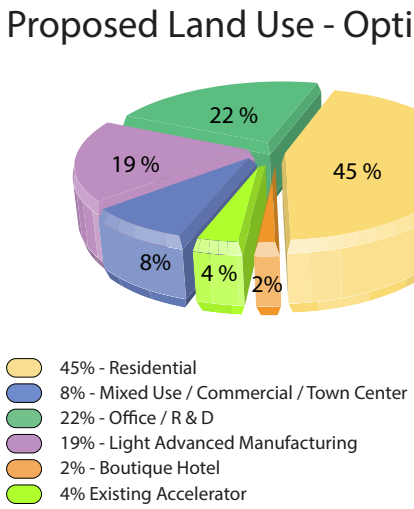


Pie Chart Option 1

Proposed Land Use - Option II



Pie Chart Option 2



Pie Chart Option 3

Mixed-Use Neighborhood Center (MUNC)

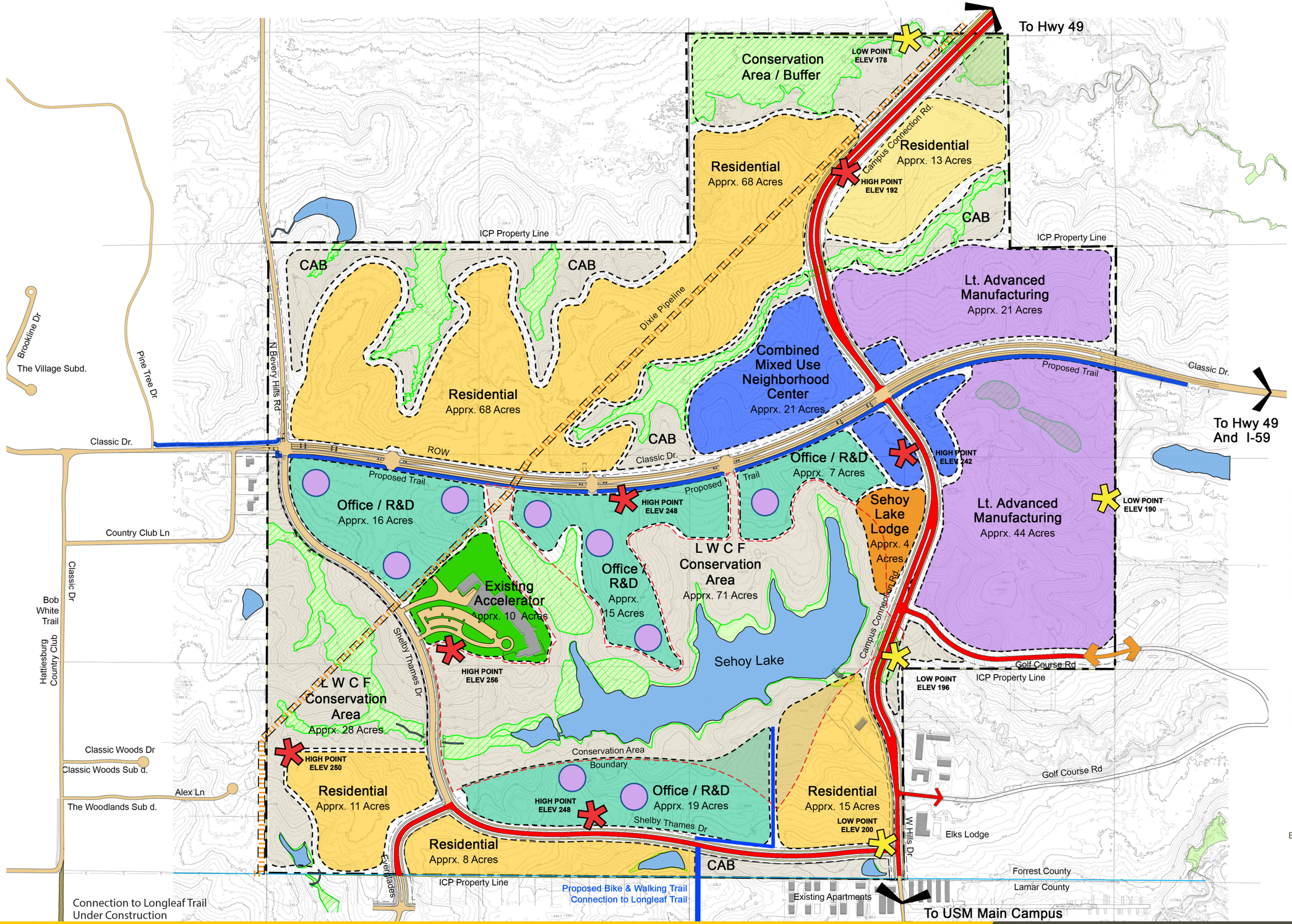
Throughout the planning process, participants requested a town center to be included in the project. This would include neighborhood mixed use that provides a range of goods and services within a convenient distance to surrounding business, residential and other development. This town center designation is intended to create retail centers with plazas and open space for social gathering and to promote pedestrian accessibility to goods and services. Some higher density residential use is commonly found in a MUNC. The residential use helps increase the visibility of neighborhood retail and services.

On the following page is a graphic example of how a commercial mixed-use neighborhood center might look in the Park. Working with the master landuse plan and suggested overall land uses the plan illustrates a series of typologies and secondary uses working together to create a sense of place that is integrated with all uses within the park.

For the purpose of land development code and potential overlay district, as well as the Mixed Use Neighborhood Center designation, some physical and functional properties must be defined. They include:

- Intensity is often expressed as a floor to area ratio (FAR) where floor is the gross square feet (GSF) of a building and area is the gross acreage related to the building. The higher the FAR the denser the development. An FAR of 0.35 might be typical for office or R&D
- Height guidelines will be appropriate for all use typologies within the Park. Guidelines should be flexible to encourage creative entrepreneurship and diversity. Building Heights are important to provide approximate transitions to surrounding properties.

Final Master Land Use Plan



Legend

- Appr. 57 Acres Office / R&D
- Appr. 65 Acres Lt. Advanced Manufacturing
- Appr. 4 Acres Hotel & Conference Center
- Appr. 21 Acres Mixed Use Neighborhood Center
- Appr. 114 Residential
- Appr. 99 LWCF Conservation Area / Buffer (CAB)
- Wetlands
- Proposed Roads
- Existing Roads
- Bike & Walking Trail
- Connection to Longleaf Trail Under Construction
- Dixie Pipeline
- High Point
- Low Point
- Limited Preferred Lt. Manufacturing Sites

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

INNOVATION AND COMMERCIALIZATION PARK

The University of Southern Mississippi and The Area Development Partnership

Final Master Land Use Plan

MASTER PLAN

22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS


Legend
Boutique Hotel
Town Homes
Mixed Use
Light Advanced Manufacturing
Office / R&D
Single Family Lots
Green Space
Dixie Pipeline
Walking Trails
Lake Sehoy
L W C F
Wetlands
Arterial Road
Dixie Pipeline
Dixie Pipeline
Bridge
vehicular
Bridge
Walking
Classic Drive
Classic Drive
Bike and Walking Trail
L W C F
Conservation
Area
Apprx.100 Acres
Lake Sehoy
New Golf Course Road
NORTH
0
100
200
600
1 INCH = 200 FEET

- As indicated in the illustration above, building heights often help frame high quality environments for social gatherings and the overall sense of place. Typically, buildings in the mixed-use neighborhood center will not exceed 3 stories for the Park.
- The MUNC concept plan on the following page presents a number of combined conceptual ideas. Discussion of each of these follows below.
- Most of the typologies are discussed in this chapter but some input is needed to understand the relationships of uses.
- Locating the MUNC near the lake adds a significant benefit for the MUNC. In this application shown on the next page, a critical mass of a boutique hotel and mixed-use development can interact with the lake and related trails.
- Office/R&D can be located adjacent to the MUNC on the west side and become integrated with the development- all within walking distance. The hotel shares a ridge point with spectacular views of the lake and LWCF preserve.
- Vehicular circulation is crucial to a successful MUNC development. First, a continuous flow of vehicles through the development insure physical and visual access to the MUNC-town center. The proposed new north/sough arterial road would likely carry sufficient volumes of traffic to help support the center. Classic Drive will also help. The scale and traffic spread of roadways and vehicles is important in creativity and a sense of place. Second, having buildings on both sides of the road make a significant visual impact and begins to slow traffic down, create defined space and street scape character
- Higher density residential along the north side of the MUNC takes advantage of closeness to business enterprise in the center while transitioning to single family lots north of wetlands and green space. Higher density here could be townhomes, condos or multi-family.
- As previously discussed, the MUNC acts as a transitional and buffering component to proposed Light Advanced Manufacturing east of the center. Residential development located to the north and west would now have further visual and noise buffering.

Illustrative Support

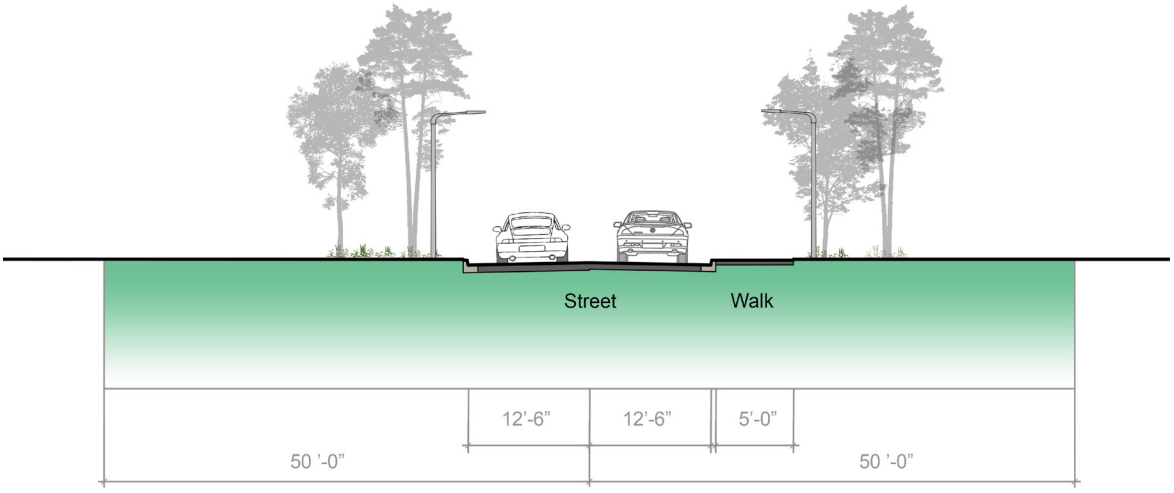
In addition to the Master Land Use Plan graphic found in the previous section and other site data maps, some supporting illustrations are included here to help communicate several aspects of the plan.

Roadways are one of the most important image components of a development. These are seen by all people visiting the Park either as visitors, employees, or local residents passing through headed to other developments outside the Innovation and Commercialization Park. Not only does the character of the roadways help to form initial and long-lasting images of the Park, but their condition also translates into an overall character of cleanliness, conscientious maintenance and awareness of public perception. This of course starts with the initial design concept of the roadways and accessories like walkways, bike paths and vistas.

Street Envelope Standards

There are four primary street types proposed for the Park. Twenty-five-foot corridors, 30' corridors, four lane boulevards and town center conditions. Lights, walks and trees are proposed for each type. Reference the following street envelop sections along with the associated detailed plans for proper placement of each. All new roadways should include bike lanes or trails, walks and pathways as part of the initial primary project. This addition is crucial to linkage creating a successful connected park.

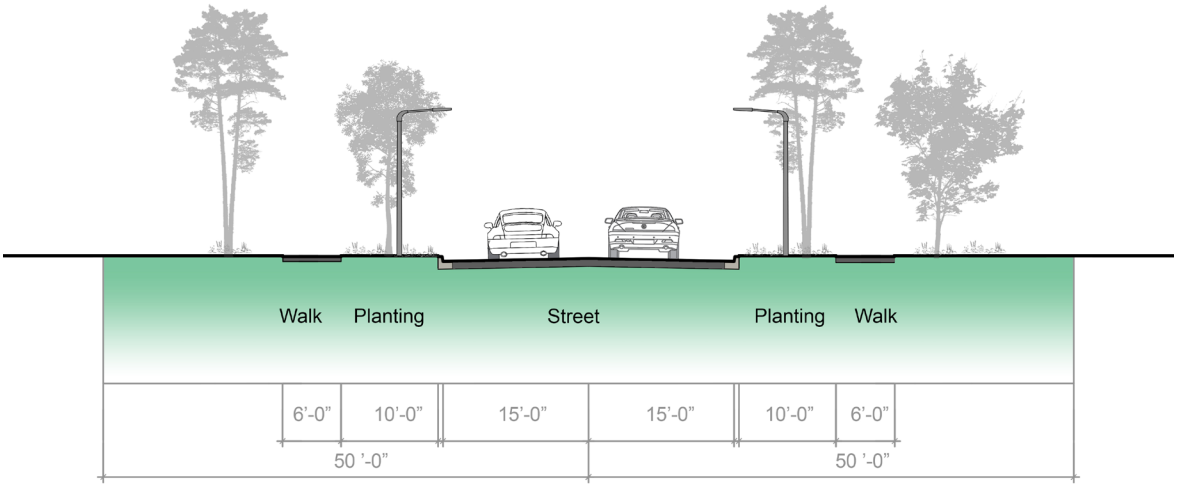
Shelby Thames Drive is the existing version of three lane – center turn lane – roadway. While this roadway presents an imposing openness, going forward, such roadways should not be needed to meet the Parks vehicular circulation demands.



25' Corridor elevation

25' Corridor

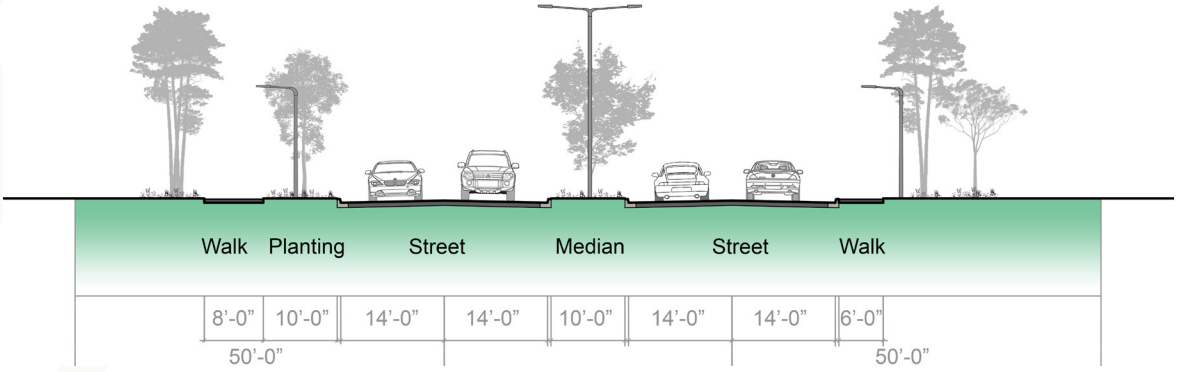
The typical 25' roadway is for slower traffic volumes within the park. When walks appear on these corridors, they should not be adjacent to the street edge. Light pole footings should be square, and connected to the walk to minimize maintenance. To reduce the visual width of the corridor, shade trees should be placed along the walk, 5' behind the edge of pavement. This roadway would be appropriate for the new Golf Course Rd.



30' Corridor elevation

30' Corridor

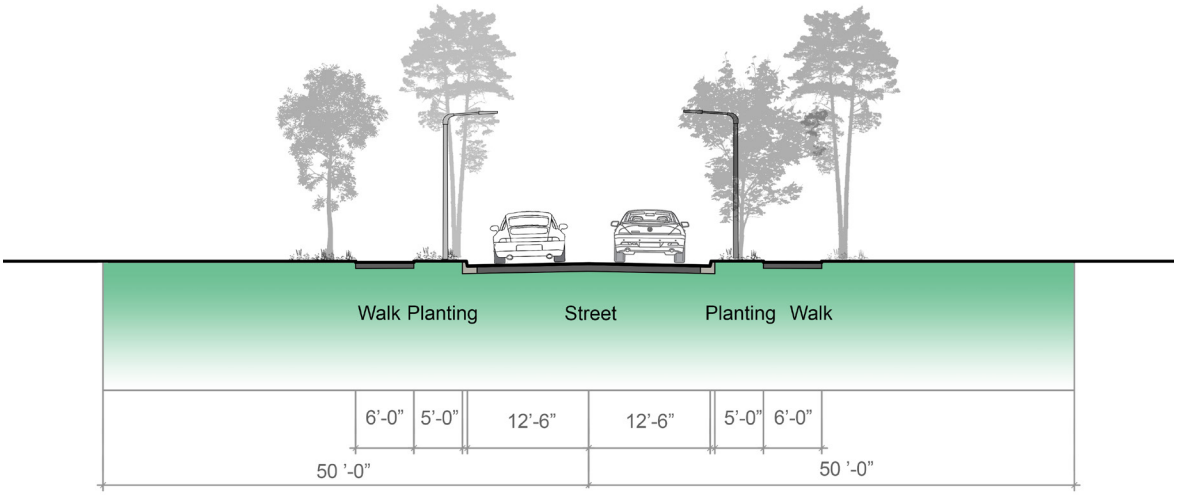
The 30' corridors have specific functions in the Park. When walks appear on these corridors, they should be buffered with a 10' min. landscape edge where possible. When trees appear along these corridors, they should form a row of trees on each side of the street where possible to create a sense of scale for the corridor. Lights, alternating on each side should be where appropriate and spaced based on fixture type for effective corridor lighting. This roadway would be appropriate for the new east/west roadway near the south property.



Four lane boulevard elevation

Four Lane Boulevard

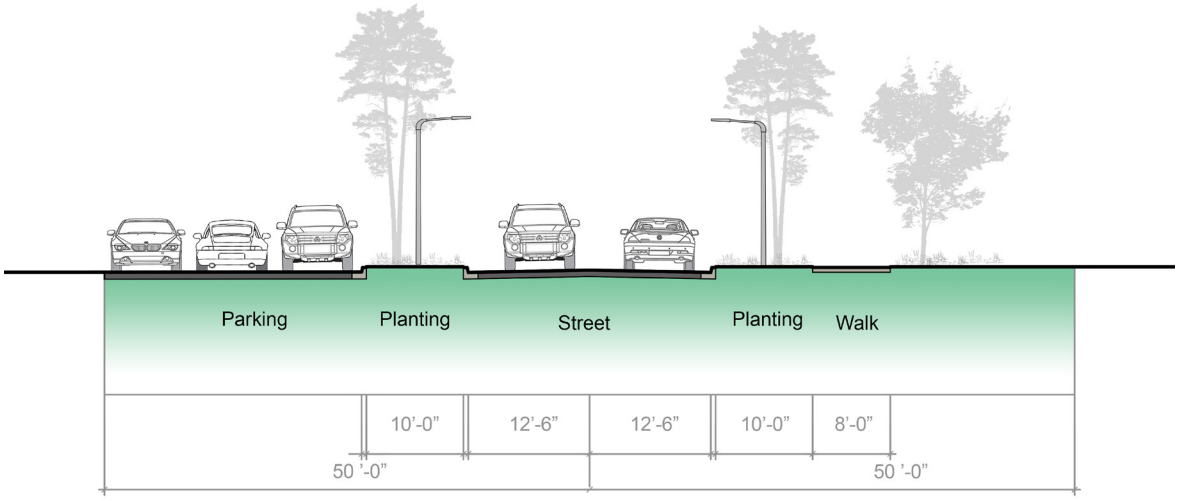
Classic Drive serves as the primary arterial and collector road for the Park. At four lanes and a median, it presents a robust capacity, and visual as well as functional opportunities. The boulevard could be enhanced with additional trees and landscaping. The current physical condition of Classic Dr. warrants review for resurfacing. As the most significant road in the Park, addition of walking/ biking paths and seating areas would provide appreciable functional uses and connectivity. This roadway type would be appropriate for the new arterial connection road



Mixed-Use Corridor in Mixed-Use/Town Center elevation

Mixed-Use Corridor in Mixed-Use/Town Center

To allow adequate space for local traffic and fire trucks, the pavement area should be 25' from edge to edge of curb and gutter. Potential amenities include pedestrian lights, seating and trash receptacles. Lighting should be placed approximately 50' apart (alternating both sides of street) depending on fixture type. Light pole footings should be square and connected to the walk or can be in the walk to minimize maintenance, when needed as long as walks are at least 8' wide. Benches and receptacles should be within the sidewalk or plaza pavement width. Specific placement should be limited to areas near major buildings. To reduce the visual width of the pavement, shade trees should be placed along the street, 3' behind back of curb.



Parking Lots in Mixed-Use/Town center elevation

Parking Lots in Mixed-Use/Town center

Parking lots should be organized with clear vehicular and pedestrian circulation. Shade trees should be provided (minimum 1 per island) in each parking island and along the edges of parking lots. Shrubbery (3.5' max.) should be provided along parking edges. Walks should be set back where appropriate (10' min.) to allow for a landscape buffer between the pedestrian corridor and the street or parking area. Lighting should be provided in islands and along pedestrian corridors where appropriate. For walkways 10' a buffer provides a good growing medium for trees and landscaping as well as a safer separated distance for pedestrians

Character Images

The following page contain some typical examples of town centers, mixed use developments containing residential and high density residential. Higher density residential can include townhomes, condominium flats or smaller lots. It is common in today's trends to see higher density incorporated into mixed use development and town centers. Such combinations help to create more activity in the mixed- use area as well as providing additional economic support for the mixed-use project

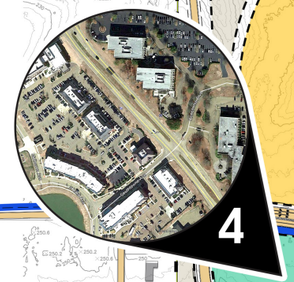
Land Use Character Examples

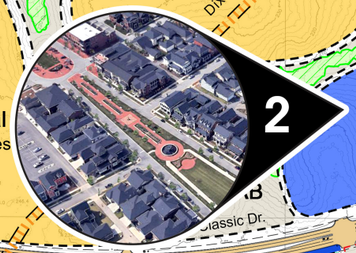
Master Plan Character Examples Legend

1. Lt. Advanced Manufacturing
2. Mixed Use Neighborhood Center & High Density Residential
3. Low Density Single Family Residential
4. Office / R&D
5. Townhomes / Condominiums / Residential
6. Boutique Hotel
7. Dense Residential / Assisted Living
8. Conservation Area / Buffer

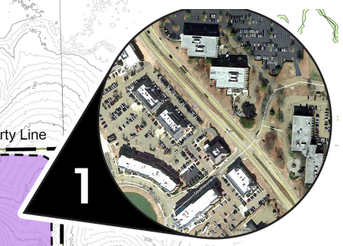






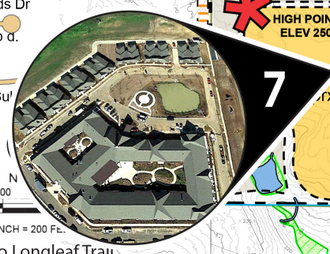












To Hwy 49

Conservation Area / Buffer

LOW POINT ELEV 178

Residential Apprx. 68 Acres

Residential Apprx. 13 Acres

Campus Connection Rd.

HIGH POINT ELEV 18

ICP Property Line

CAB

Dixie Pipeline

Advanced Manufacturing Apprx. 21 Acres

Brookline Dr.

The Village Subd.

Pine Tree Dr

Residential Apprx. 68 Acres

Combined Mixed Use Neighborhood Center Apprx. 21 Acres

Proposed Trail

Classic Dr.

To Hwy 49 And I-59

Classic Dr.

ROW

Proposed Trail

Office / R&D Apprx. 16 Acres

HIGH POINT ELEV 248

Office / R&D Apprx. 7 Acres

HIGH POINT ELEV 242

Sehoy Lake Lodge Apprx. 4 Acres

Lt. Advanced Manufacturing Apprx. 44 Acres

LOW POINT ELEV 190

Country Club Ln

Classic Dr

Bob White Trail

Hattiesburg Country Club

Existing Accelerator Apprx. 10 Acres

Office / R&D Apprx. 15 Acres

Shelby Thames Dr

HIGH POINT ELEV 256

L W C F Conservation Area Apprx. 28 Acres

Campus Connection Rd.

Golf Course Rd

Classic Woods Dr

Classic Woods Sub d.

HIGH POINT ELEV 250

Conservation Area Boundary

HIGH POINT ELEV 248

Office / R&D Apprx. 19 Acres

Residential Apprx. 15 Acres

LOW POINT ELEV 200

W Hills Dr

Elks Lodge

Residential Apprx. 8 Acres

CAB

ICP Property Line

Proposed Bike & Walking Trail

Connection to Longleaf Trail

Existing Apartments

Forrest County

Lamar County

To USM Main Campus

Connection to Longleaf Trail Under Construction

0 100 200

1 INCH = 200 Fe

Legend

- Office / R&D
- Lt. Advanced Manufacturing
- Hotel & Conference Center
- Mixed Use Neighborhood Center
- Residential
- Conservation Area / Buffer (CAB)
- Wetlands
- Preposed Roads
- Existing Roads
- Bike & Walking Trail

Accurate for planning purposes only

ormation taken from Shows Dearman and approximate boundaries, existing lakes, raphic survey and wetlands survey.

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INNOVATION AND COMMERCIALIZATION PARK

The University of Southern Mississippi and The Area Development Partnership

Land Use Character Examples

MASTER PLAN
22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

Town Center Character Images



Mixed Use



Mixed Use



Public Spaces



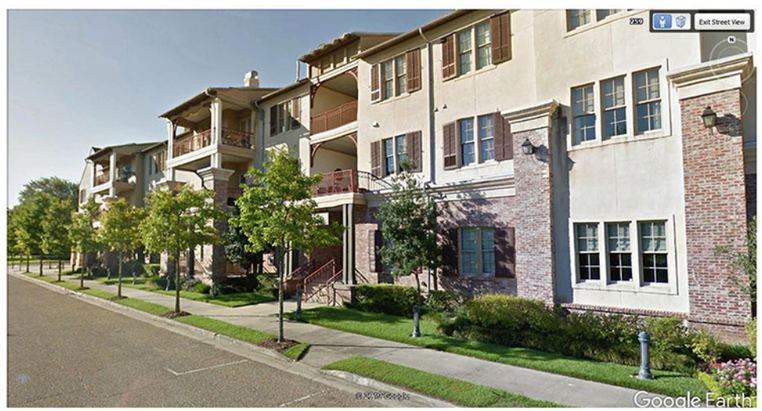
Mixed Use



Mixed Use



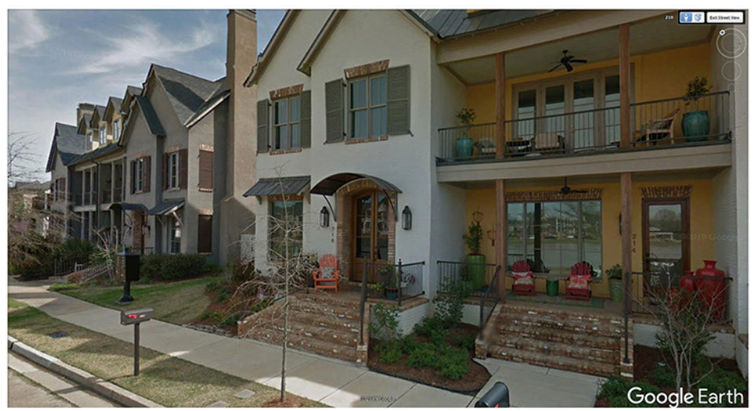
Mixed Use



High Density Residential



Public Spaces



High Density Residential

Chapter - 5
Implementation



INNOVATION AND COMMERCIALIZATION PARK

MASTER PLAN

22 January 2021

Chapter 5 - Implementation

The proposed new Master Land Use Plan organizational strategy provides for a reduction in the quantity of land owned by the State of Mississippi and managed by USM. Outright sale of property will generate income while reducing maintenance costs borne by the university. Sold property that is developed consistent with the master plan will become part of the synergy of the compatible and cohesive development. Priorities have been set for cohesive areas targeted for early development. Infrastructure is needed to support new projects and help move forward on support projects and help move toward an active energized park. Funds generated from sales can help with infrastructure costs.

The phasing map on the following page illustrates priority road ways and related utilities required. It is anticipated that funding will also be supported by local public entities i.e. City of Hattiesburg, Forrest County, Lamar County and other mechanisms such as The Mississippi Development Authority and MDOT. Implementation begins within the parcel map on the next page. Based on the various studies conducted in this project, parcels have been shown in marketable tracts. Conservation areas are also shown. Parcels are categorized and numbered according to proposed use. Tracts on the tract Summary Map are somewhat fluid so they can adjust to the demands of the market. Key strategic components should be maintained in their relationship to other uses to help assure long term success of the Park and desired synergies. Property adjoining Lake Sehoy will remain in the ownership of the state. Any land adjacent to the lake to be developed will be leased in long term leases to developers.

Phasing Plan

First Phase priorities are as follows:

- New north/south arterial roadway connecting W. Hills Drive to Hwy 49. This roadway is proposed as a 4-lane boulevard except where passing through the town center. This new roadway is essential to development of the Park – to provide needed access to project tracts. Phase 1 will likely be 2 lanes with an appropriate R.O.W. to accommodate a future 2 lane addition. At a minimum, road should extend north of Classic Dr. even if not to US 49.
- Connection of Golf Course Road to the new north/south arterial road.
- Sale and development of tract 2 – light advanced manufacturing.
- Provide utility infrastructure along the new north/south arterial road to support new development.
- It is essential to include walking/biking trails with all new roads and existing roads where possible. These community accessories will give the Park a competitive edge in the market place and could enhance the value of property as well as accelerate sales/leases.
- Construction of the proposed new walking/biking trial on the south side of Classic Drive.
- Sale of residential properties north of Classic Drive – Tract 1 and 19.
- Lease of any designated tracts along the south side of Classic Drive – 8, 9 and 10.
- Sale or lease of town center tracts 3 and 4.
- Construction of new signage/graphics at Hwy 49 intersection with proposed north/south arterial roadway and other areas to clearly identify entrances/ gateways to the Park.

Tract Summary Plan

Tract Summery

Tract 1	Appr.	22.6
Tract 2	Appr.	25.0
Tract 3	Appr.	1.0
Tract 4	Appr.	3.0
Tract 5	Appr.	44.3
Tract 6	Appr.	2.6
Tract 7	Appr.	15.6
Tract 8	Appr.	18.9
Tract 9	Appr.	10.2
Tract 10	Appr.	12.6
Tract 11	Appr.	29.3
Tract 12	Appr.	70.7
Tract 13	Appr.	7.4
Tract 14	Appr.	16.0
Tract 15	Appr.	10.6
Tract 16	Appr.	15.7
Tract 17	Appr.	15 0
Tract 18	Appr.	2.7
Tract 19	Appr.	105.4
Tract 20	Appr.	18.5
Tract 21	Appr.	4.6
ROW	Appr.	54.1
Total		**505.8**

To Hwy 49

Tract 20
Apprx. 18.5 Acres

Tract 1
Apprx. 22.2 Acres

Campus Connection Rd.

ICP Property Line

ICP Property Line

Tract 2
Apprx. 25.0 Acres

Tract 3
Apprx. 1.0 Acres

Tract 19
Apprx. 105.4 Acres

Dixie Pipeline

Tract 17
Apprx. 15.0 Acres

Tract 18
Apprx. 2.7 Acres

Tract 4
Apprx. 3.0 Acres

Proposed Trail

Classic Dr.

To Hwy 49
And I-59

N Bevery Hills Rd

ROW

Proposed Trail

Classic Dr.

Proposed Trail

Tract 13
Approx. 7.4 Acres

Tract 16
Apprx. 15.7 Acres

Tract 14
Apprx. 16.0 Acres

Sehoy Lake Lodge

Tract 5
Apprx. 44.1 Acres

Tract 12
Apprx. 70.7 Acres

Tract 21
Apprx. 4.6 Acres

Tract 15
Apprx. 10.6 Acres

L W C F Conservation Area

Sehoy Lake

Accelerator

Shelby Thames Dr

Campus Connection Rd.

Golf Course Rd

ICP Property Line

Tract 11
Approx. 29.3Acres

Tract 6
Apprx. 2.6 Acres

Conservation Area Boundary

Tract 7
Apprx. 15.6 Acres

Golf Course Rd

Tract 10
Apprx.12.6 Acres

Tract 8
Apprx. 18.9 Acres

Shelby Thames Dr

W Hills Dr

Elks Lodge

Tract 9
Apprx. 10.2 Acres

R O W Buffer

Forrest County

Lamar County

ICP Property Line

Proposed Bike & Walking Trail
Connection to Longleaf Trail

Existing Apartments

To USM Main Campus

Connection to Longleaf Trail
Under Construction

Brookline Dr

The Village Subd.

Classic Dr

Country Club Ln

Bob White Trail

Hattiesburg Country Club

Classic Woods Dr

Classic Woods Sub d.

Alex Ln

The Woodlands Sub d.

Everglades

NORTH

0 100 200 600

1 INCH = 200 FEET

Legend

- Office / R&D
- Lt. Advanced Manufacturing
- Hotel & Conference Center
- Mixed Use Neighborhood Center
- Residential
- Conservation Area / Buffer (CAB)
- Existing Accelerator
- Proposed Roads
- Existing Roads
- Bike & Walking Trail
- Connection to Longleaf Trail Under Construction
- Dixie Pipeline
- ROW

Accurate For Planning Purposes Only

INNOVATION AND COMMERCIALIZATION PARK Tract Summary Plan

The University of Southern Mississippi and The Area Development Partnership

MASTER PLAN
22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

Phasing Plan

Phase 1

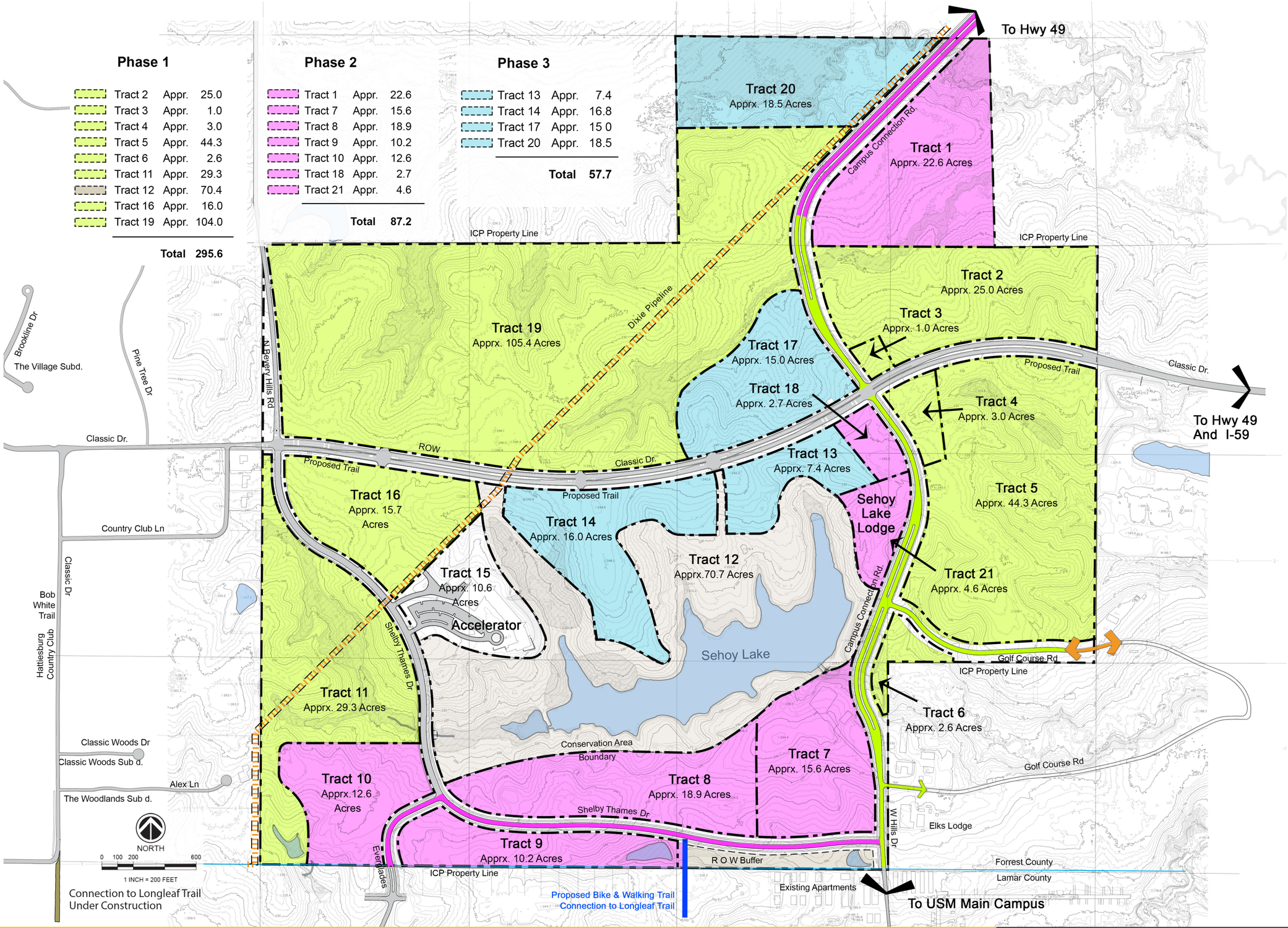
Tract 2	Appr.	25.0
Tract 3	Appr.	1.0
Tract 4	Appr.	3.0
Tract 5	Appr.	44.3
Tract 6	Appr.	2.6
Tract 11	Appr.	29.3
Tract 12	Appr.	70.4
Tract 16	Appr.	16.0
Tract 19	Appr.	104.0
Total		**295.6**

Phase 2

Tract 1	Appr.	22.6
Tract 7	Appr.	15.6
Tract 8	Appr.	18.9
Tract 9	Appr.	10.2
Tract 10	Appr.	12.6
Tract 18	Appr.	2.7
Tract 21	Appr.	4.6
Total		**87.2**

Phase 3

Tract 13	Appr.	7.4
Tract 14	Appr.	16.8
Tract 17	Appr.	15 0
Tract 20	Appr.	18.5
Total		**57.7**



Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

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INNOVATION AND COMMERCIALIZATION PARK

The University of Southern Mississippi and The Area Development Partnership

Phasing Plan

MASTER PLAN
22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

Second Phase Priorities are:

- Marketing and lease of tract 16 for office/R&D
- Construction at proposed new east/west connector from Shelby Thames Drive to the proposed new North/south arterial roadway with appropriate walkways and trails.
- Lease of residential tracts 9 and 10.
- Development of trails around Lake Sehoy.
- Construction of trails in tract 12 conservation area west of Shelby Thomas Dr.
- Construction of additional way finding signage and graphics as needed
- All roads should be completed in phase 2.

Third Phase Priorities are:

- It is recommended that tracts 13 and 14 be retained until later. These are prime tracts and should be held for optimum quality development as well as highest dollar values. Park aesthetic enhancement is critical for these tracts.
- Sale of the tract 17 for town center development which should enhance tracts 3,4 and 18.
- Lease of residential tracts 9 and 10.
- Retain tract 20 for future LWCF land swap between tracts 13/14 and Sehoy Lake

Action Steps

At the conclusion of the master planning process an action plan will be needed to advance the development of the Innovation and Commercialization Park. University and ICP leadership will determine if a specific action task force is needed. One major reason a specific action plan is needed is to maintain certain control of the implementation process. Action steps should respond to top ranked goals and objectives, keeping the primary mission in the foreground.

Below is a list of possible action items. This list is not all inclusive and the selected action group may change. There may be multiple action options to help move a component forward.

Immediate Steps:

- Verify Phase 1 infrastructure goals.
- Establish budgets for roads and infrastructure. This step will require civil engineers.
- Obtain needed road rights of ways (R.O.W.) to implement proposed new roads.
- Develop legal descriptions of tracts where appropriate, like residential on North Side of Classic Dr.
- Work with City of Hattiesburg to implement a zoning overlay district. An attorney will be required to complete this step.

- Establish legal guidelines for property owners/leases to maintain protected green space.
- Look for additional funding options to help carry out plans for roadways and infrastructure.
- Retain a signage consultant to assist the team in identifying needed signage at gateways and way finding signage within the Park.
- Develop a schedule for component implementation and priorities, including land swaps related to the Land and Water Conservation Fund preservation areas (see proposed recreation plan this section of report.)

Environment/Linear Parks

The Proposed Tracts map on the following page illustrates a series of inter connected green ways. These green spaces would provide opportunities for residents, ICP users and town center customers to walk or bike to destinations, exercise or simply enjoy the natural features of the Park. Green spaces within sold or leased tracts could be maintained by property owner, lease or owners' associations. Avoid development within or modification of 100-year flood plains or floodways. Predominate long term dedicated green space is currently the area within the LWCF conservation tract.

Green spaces should be used for pedestrian connectivity. Park policies and land holding agreements can help ensure amenities within these areas can be accessed by the public or designated land occupants. Connectivity can be accomplished with sidewalks or trails creating linear parks where possible. Mixed use developments should provide connectivity between land uses.

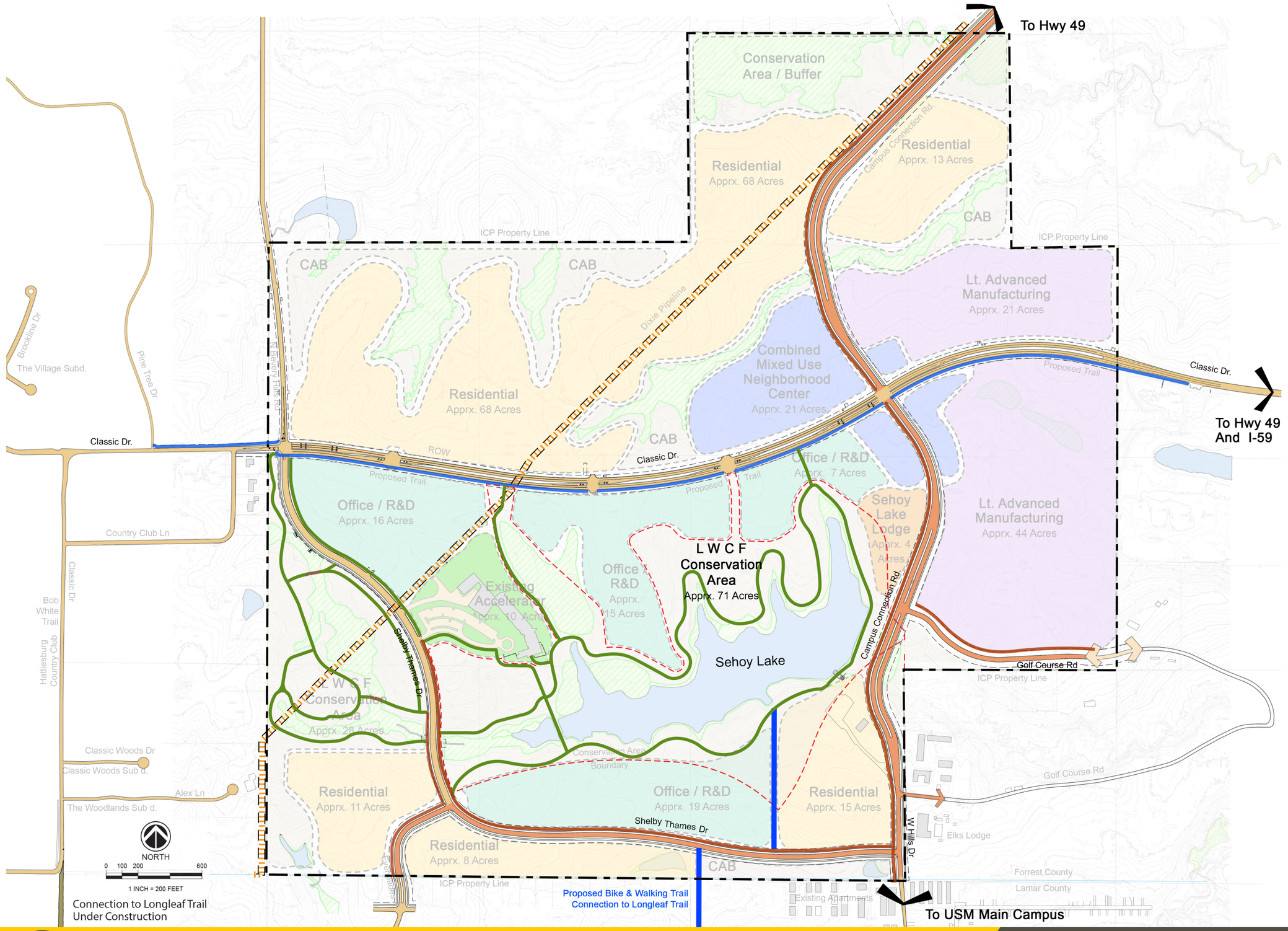
The Park is currently host to a variety of ecosystems. On a large scale, these include the Long Leaf Pines throughout the property and Lake Sehoy. Smaller scale ecosystems are found in the valleys, drainageways and bottom lands. Benefits of these ecosystems include:

- Removing and reducing pollutants in water by natural filtration. Most of these areas contain active wetlands.
- Erosion and sediment control: this is particularly important at the ICP within the steep slopes.
- Providing refuge and reproduction habitat for plants and animals.
- For humans, enhance physical, mental and social well-being as a result of interaction with nature.

Development of any typology within or near these ecologically sensitive areas should be responsive to their inherent value and provide appropriate protection.

Tract 20 on the phasing plan is floodplain bottomland. This property should be retained by USM/ the Park for potential future land swap. The area between tracts 13 and 14 and Sehoy Lake could be added to those tracts to create larger- more marketable tracts in phase 3.

Proposed Trails Plan



LEGEND

- Lake
- Proposed 10′ Multi-Use Pathway Classic Dr.
- Proposed 8′ Recreational Trail
- Existing Roadways
- Proposed Bike & Walking Trail Connecting to Longleaf Trail
- Connection to Longleaf Trail Under Construction

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

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INNOVATION AND COMMERCIALIZATION PARK

The University of Southern Mississippi and The Area Development Partnership

Proposed Trails

MASTER PLAN
22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

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Proposed Reserved Recreation Tract

ICP Property Line

ICP Property Line

Dixie Pipeline

Brookline Dr.

The Village Subd.

Pine Tree Dr.

N Bevery Hills Rd

Classic Dr.

ROW

Classic Dr.

Classic Dr.

To Hwy 4
And I-59

Public Access

Existing Parking

Country Club Ln

Classic Dr

Bob White Trail

Hattiesburg Country Club

Shelby

Thames Dr

Lake Sehoy

ICP Property Line

Land and Water Conservation Fund Reserved Tract

Apprx.100 Acres

Conservation Area Boundary

Apartments

Golf Course Rd

Classic Woods Dr

Classic Woods Sub d.

Alex Ln

The Woodlands Sub d.

J Ed Turner Dr

Everglades

W Hills Dr

Elks Lodge

Forrest County

Lamar County

ICP Property Line

Existing Apartments

To USM Main Campus

NORTH

0 100 200 600

1 INCH = 200 FEET

Connection to Longleaf Trail Under Construction

Legend

- Existing Building Apartments
- Wetlands
- Existing Road
- Pipeline
- Recreation Land Tract

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

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INNOVATION AND COMMERCIALIZATION PARK

The University of Southern Mississippi and The Area Development Partnership

Proposed Recreation Tract

MASTER PLAN
22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

Chapter - 6
Overlay District



INNOVATION AND COMMERCIALIZATION PARK

MASTER PLAN

22 January 2021

Chapter 6 - Overlay District Introduction

Overlay District Introduction

The Park may benefit from establishing a unique overlay district within the City Land Development Code; or at least amendments to the existing ICP Covenants and Restrictions (copy located in Appendix).

In reality, a combination of both may be desirable. Any areas that transition into a privately held disposition would be subject to the City Overlay District established for this area. Property that is retained in State of Mississippi ownership would adhere to an amended Covenants and Restrictions with guidelines and regulations similar to the Overlay District.

Across the country, communities are finding that traditional zoning does not promote creative entrepreneurship of complicated growth and development land uses. Special zoning districts are being created with increased flexibility. The overlay district is a special zone placed over an existing zoning district, over a part of a district, or over a combination of districts. The overlay typically provides requirements (or incentives) to either protect a specific resource or to encourage development in certain areas.

As already established in the Hattiesburg Land Development Code, common uses of overlay districts include flood plain areas, historic districts, and corridor development zones. Overlay district regulations might encourage clustered development with higher densities, specialized projects such as Light Advanced Manufacturing and Research and Development, as well as target other incentives that are available at the Park site for New Market Tax Credits, Opportunity Zone and other potential incentives like Tax Increment Financing.

The overlay district should be an enhancement to existing zoning and/or existing covenants. It may contain a combination of mandatory and optional requirements.

Light Advanced Manufacturing

As noted earlier in this report, funds from the Mississippi Development Authority have been used for this study and other components of the Park improvements. The goal of the MDA grant is to develope 100 + acres of land in Lt. Advanced Manufacturing, Office and R&D.

According to the Brookings Institute, advanced manufacturing industries employed 12.3 million U.S. workers in 2013 (about 9 percent of total U.S. employment), but U.S. advanced industries produce $2.7 trillion in value (added annually), 17 percent of all U.S. domestic product and more than any other sector. Correspondingly, 80 percent of the nation's engineers are employed by this sector as well as 90 percent of private sector R & D, and generates approximately 85 percent of all U.S. patents.

Mississippi is home to a number of global leaders in advanced manufacturing as they discover the state's competitive advantages – the kind needed for long-term success. The advanced manufacturing business climate of Mississippi fosters and ensures companies sustain growth in today's demanding economy.

The Mississippi Polymer Institute at the University of Southern Mississippi is a national leader in the study of composites, advanced materials, polymers and plastics. MPI helps high-tech and advanced manufacturing companies find solutions, train employees and improve their processes and products. Additionally, MPI has one of the most rapid prototyping systems in the world.

Overlay Districts and Current Zoning

As indicated on the zoning map in chapter 2, the entire site is currently zoned residential R-1. Since the Park is state owned, zoning does not currently apply to the site.

If property within the park is sold, then that property will fall under the jurisdiction of The City Land Development Code. Since the entire site is currently zoned R-1, some portions of property sold will likely require rezoning. The type of use of the properties will determine applicable zoning regulations.

Section 4.19 of the Hattiesburg Development Code describes Overlay Districts as follows: An overlay district at the Park could have similar characteristics of these current overlay districts.

Planned and Overlay Districts Described, Purpose

Some areas within the zoning jurisdiction of the City are divided into special zoning districts, within which the use of land and water areas; the location, height, bulk, appearance and use of the structures; the provision of parking and loading areas; and the provision of buffers, landscaping and screening are regulated according to an approved plan as provided in this Code. These zoning districts are established as follows:

- PMU – Planned Mixed-Use
- CD – Corridor District
- FP – Floodplain District
- HO – Historic Overlay District



Union Station

Individually and collectively, these districts are intended to advance the purposes of the adopted Comprehensive Plan, Corridor Plans and the intent of this Code.

PMU Planned Mixed-Use District.

The purpose of The Planned Mixed-Use District is to provide a regulatory framework for permitting mixed-use development projects in areas designated as mixed-use within the official Comprehensive Plan and any other specific plans subsequently approved. Specifically, the Planned Mixed-Use District serves to:

- Provide flexibility in the planning and construction of development projects by allowing a combination of uses developed in accordance with an approved plan that protects adjacent properties.
- Provide an environment within the layout of a site that contributes to a sense of community and a coherent living style.
- Encourage the preservation and enhancement of natural amenities and cultural resources; to protect the natural features of a site that relate to its topography, shape, and size, and to provide for a maximum amount of open space;
- Provide for a more efficient arrangement of land uses, buildings, circulation systems, and infrastructure; and
- Encourage infill projects and the development of sites made difficult for conventionally designed development because of shape, size, abutting development, poor accessibility, or topography.

Refer to Hattiesburg Land Development Code for additional information on PMU.

Corridor District (CD)

Zoning Map Designation. When approved, all Corridor District rezoning shall carry the map designation of CD along with the abbreviation for the Plan Area it is intended to implement. Such abbreviations may include, but shall not be limited to:

- CD – AE (Arts and Entertainment)
- CD – MU (Mixed-use)
- CD-LW (Live Work)

Refer to Hattiesburg Land Development Code for more detail on Corridor Overlay District.

Floodplain Overlay District

The Floodplain Overlay District is a special district that has a set of regulations detailed in Section 9 of this Code. All other standards and regulations contained within this Code not superseded by these floodplain requirements shall be in full force and effect for all properties within the overlay as specified in the base district as well as general requirements applicable to all properties within the City.

Refer to the Hattiesburg Land Development Code for more detail on the Flood Plain Overlay District.

Historic Overlay District

The Historic overlay District is a special district that has a specific plan and set of regulations that are administered separately from this Code, except that all standards and regulations not superseded by Historic District requirements shall be in full force and effect for all properties within the overlay as specified in the base district as well as a general requirements applicable to all properties within the City. Refer to the Hattiesburg Land Development Code for additional information on the Historic Overlay District.

Zoning for The ICP

Going forward, the Park may benefit from establishing a unique overlay district within the City Land Development Code; or at least amendments to existing ICP Covenants and Restrictions (copy located in Appendix) In reality, a combination of both may be desirable. Any areas that transition into privately held disposition would be subject to the City Overlay District established for this area. Properties that are retained in State of Mississippi Ownership would adhere to an amended Covenants and Restrictions with guidelines and regulations similar to the Overlay District.

Development Concerns

The Innovation and Commercialization Park undeveloped offers a rare opportunity with the quantity



ICP Looking Southwest

of undeveloped land, its unique environment and the richness of its natural features. Protecting the natural features and making good choices for development projects are key to long term success. Allowing the construction of inferior visual quality projects could reduce the park's potential.

There are several development concerns that are specific to the Park. These concerns should be addressed in new guidelines and regulations.

1. Adequate preservation and protection of green spaces and vistas. These are irreplaceable once destroyed or blocked.
2. Management of architectural vocabulary for all structures and land use typologies.
3. Protection of environmentally sensitive wetlands and streams/drainageways. Siltation is destructive. When areas around Sehoy Lake are being developed, special care should be required with regards to site and drainways water runoff.

4. Management of diverse development densities, particularly with any residential component.
5. Improvement of image both externally and internally. Specific to roadway required for creation of a “sense of place
6. Good long-range planning on transportation systems will impact place quality. Important to productive arterial roadways, transit systems and pedestrians and bicycle networks; encouragement of non-polluting and efficient system offering wellness benefits.
7. Economic sustainability: stable economics need diversity in order to weather business cycles and retain talent of all types.
8. Flexibility and adaptability for changing markets: continued assessment and evaluation of the master land use plan and developments to meet demands of a competitive market.
9. Leveraging public/private partnerships for optimum development. Integration of government incentives.
10. Land uses and strategies that will help accelerate build out faster than described in the 2001 Market Study.

Proposed Innovation & Commercialization Park Overlay District/Amended Covenants & Restrictions

Changes to guidelines and regulations for the Park could occur in two ways. First would be the covenants and restrictions for the park (see existing covenants and restrictions in the Appendix). A second option could be an Overlay District amendment to the Hattiesburg Land Development Code. In practice, both are likely required so that fundamental regulations and park commitments can be applied to land deeds with either out right sales of leases.

Areas that are sold outright and become subject to the Hattiesburg Land Development Code could be governed by an Overlay District similar to the following draft. The draft is written as an addition to the Hattiesburg Code.

4.20 Overlay Zoning Districts Described: Purpose

Unless otherwise stated below, permitted uses and conditional uses are regulated by the base district as listed in Section 5 of the Hattiesburg Land Development Code. Use Regulations or by standards sa set forth in Section 9, environmental standards. Similarly, dimensional standards and design requirements are regulated by the base district or use standards as listed in Section 6, dimensional standards or Section 7, design standards respectively unless otherwise modified below.

4.20.3 Draft Innovation and Commercialization Park (ICP) Overlay District

The ICP overlay District is a special district that has a specific land use plan and a set of regulations that are administered separately from this code, except that all standards are not sponsored by the ICP. Overlay District requirements shall be in full force and effect for all properties within the overlay as specified in the base district as well as general requirements applicable to all properties within the City.

Purpose

The ICP Overlay District (ICPOD) is created to provide a regulatory framework for permitting various use development projects in an area designated as part of or adjacent to the Innovation and Commercialization Park, and within the official Hattiesburg Comprehensive Plan, and any other specific plans subsequently approved. The ICP Master Land Use Plan should be incorporated into the Hattiesburg Comprehensive Plan. Specifically, the ICP Overlay District serves to:

a. Provide flexibility in the planning and construction of development projects by allowing a combination of uses developed in accordance with an approved Master Land Use plan that protects adjacent properties.
b. Provide an environment within the layout of a site that contributes to a sense of community and a coherent living style.
c. Encourage the preservation and enhancement of natural amenities and cultural resources; to protect the natural features of a site that relate to its topography, shape, and size; and to provide for a maximum amount of open space.
d. Provide for a more efficient arrangement of land uses, buildings, circulation systems, and infrastructure.
e. Encourage projects and the development of sites made difficult for conventionally designed development because of shape, size, poor accessibility, or topography.
f. Eligibility for rezoning to an ICP Overlay District is based on the City of Hattiesburg Comprehensive Plan as well as other specific plans adopted by the Innovation and Commercialization Park.
g. District Types. When requesting a rezoning to a new ICPOD, the applicant must identify which Comprehensive Plan Area, or areas, applies. Each request for rezoning to an ICPOD must demonstrate substantial conformance with characteristics, acceptable land uses and minimum project size as indicated in table 4.6-1

Eligibility

Eligibility for rezoning to ICPOD is based on the City of Hattiesburg Comprehensive Plan as well as other specific plans adopted by the ICP and the City. Areas generally eligible for rezoning to ICPOD are indicated as Residential, Neighborhood Business, Light Advanced Manufacturing, General Office, and Planned Unit Development on the Future Land Use Map.

District Types

When requesting a rezoning to a new ICPOD district, the applicant must identify which Comprehensive Plan Area, or areas, applies. Each request for rezoning to a ICPOD must demonstrate substantial conformance with the characteristics, acceptable land use and minimum project size as indicated in table 4.6-1 and in the ICP Master Land Use Plan

Zoning Map Designation

If approved, all requests for ICPOD rezoning shall carry the map designation of ICPOD along with the abbreviation for the Comprehensive Plan Area it is intended to implement. Abbreviations shall be as follows:

- ICPOD – Residential
- ICPOD – Neighborhood Business/Planned Mixed Use (PMU)
- ICPOD – General Office and R&D
- ICPOD – Planned Unit Development
- ICPOD – CIVIC
- ICPOD – Light Advanced Manufacturing

District Regulations

i. Permitted uses. There are no permitted uses in the ICPOD.

ii. Conditional Uses. All uses within an ICPOD are conditional upon review and approval of a detailed site plan and other schematics required to prove consistency with specific regulations within this Code as well as the intent of the ICP Master Land Use Plan. While use-specific conditions shall apply, other conditions required to mitigate incompatibilities and address site-specific conditions as imposed by the applicant or required by City Council shall apply and be binding. All development is subjected to the approval of the University of Southern Mississippi Innovation and Commercialization Park

iii. Conditional uses within an ICPOD shall conform to the acceptable uses list for the Comprehensive Plan Area that is applicable; however, customary accessory uses shall also be permitted as conditional uses unless specifically excluded herein. Uses not substantially similar to the uses listed, as determined by the Director and the ICP shall be prohibited.

iv. All requests for the rezoning to an ICPOD shall be accompanied by a detailed site plan indicating specific uses for each phase, parcel and structure. The site plan and the list of uses must conform to all applicable requirements of the LDC as well as rezoning application requirements and shall, once approved, be binding on the property.

v. All requests for rezoning to any ICPOD except ICPOD-PD shall be accompanied by sufficient information to determine compliance with all applicable requirements of this Code. However, site plans and specified uses presented as part of the rezoning process shall not be binding on the property if the rezoning is approved and shall be

prominently noted as such and any materials presented as part of the rezoning process shall not be binding on the property if the rezoning is approved and shall be prominently noted as such on any materials presented as part of a public process. Any property configuration or use that is consistent with the characteristics and acceptable uses for the Comprehensive Plan Area indicated shall be permitted only upon review and approval by the Site and Design Committee as part of a zoning permit request and the Innovation and Commercialization Park.

vi. Mix of Uses Required. The ICPOD PMU District is specifically intended to contain and support a mix of acceptable uses including residential, commercial, office and open spaces located and within a walkable and bike-able overall development.

vii. Change of Use. Subsequent to approval of ICPOD-PMU District, any change of use shall be reviewed and approved by the Director. Any requested change that is not substantially consistent with the approved plan shall require the applicant to submit a request for plan amendment. Such revision shall be reviewed and approved by the City Council and ICP following the same procedures and requirements for rezoning. All changes for use in any other ICPOD District shall be reviewed and approved by the Site Design and Review Committee and the Innovation and Commercialization Park prior to issuance of a zoning permit.

viii. Dimensional Standards. The following dimensional standards shall apply to the ICPOD-PMU district unless otherwise approved by City Council and the Innovation and Commercialization Park as part of a site-specific development plan. Any exception to these standards must be shown on the site plan and requested by the applicant in their presentation to the Council and the Innovation and Commercialization Park including an explanation for the exception. Any exception granted may require the applicant to incorporate conditions or design mitigation strategies imposed by the ICP and the Council and the Innovation and Commercialization Park. Such conditions or strategies shall be presented by the Council and agreed to by the applicant prior to the action to rezone.

ix. Open Space. Open space shall be located, designed and maintained as an integral part of all IPOD ICP and District areas. Open space shall be required as follows:

Land Use Category	**Required Open Space**
Residential	250 square feet per dwelling unit
Nonresidential	200 square feet per 1,000 square feet of gross floor area and 250 square feet per 1,000 square feet of parking and loading area

x. At its discretion, the City Council and the Innovation and Commercialization Park may approve a decrease in the amount of required open space when the plan includes unique design features or amenities that achieve an especially attractive and desirable development such as, but not limited to, terraces, sculptures, water features, preservation and enhancement of unusual natural features, or landscape sculpture (i.e., areas that are intensely landscaped). Open space may be held in common by a property owners association dedicated to the City for use as a public amenity or donated to a land conservancy where it will be held and maintained for the intended use. Permanent

ownership and maintenance responsibility of open space by the City is subject to approval by the City.

xi. Design standards. All uses, when an ICPOD district, shall be subject to specific design standards as detailed in Section 6 Design Standards in addition to any other standards stipulated in adopted area plans. Where conflicts between standards exist between the two, standards in the adopted plan shall prevail.

xii. Design Mitigation. When submitting any application for rezoning to an ICPODor any zoning permit request within an existing ICPOD, the applicant shall make a particular effort to mitigate potential incompatibilities with adjacent zoning districts. Such mitigation measures may include: the addition or increase of buffers, landscaping, open space, and screens; decreasing intensity, structure height, or bulk; reducing the amount of parking and restricting loading, solid and liquid waste collection (e.g. dumpsters, grease pits, and recyclable materials) adjacent to the perimeter; restricting access to local streets; and integration of other relevant design features that helps to merge the districts into a cohesive whole. Mitigation measures integrated into the application at time of submittal shall exceed the standards of this Code and shall be noted as binding conditions imposed by the applicant

xiii. Business hours for non-residential uses shall be 6 A.M. to 12 P.M. unless an exception is approved by the City and the Innovation and CommercializationPark

xiv. Outside speakers, live music and outdoor events are restricted to ares approved by the City and/or the Innovation and Commercialization Park and other sound generated by the use is limited to 45 decibels at the property line unless approved as a conditional use.

xv. Lighting when the business is closed for the day or is no longer operating.

4.5.5 I-3 Light Advanced Manufacturing

Description and Purpose. Characteristic Development Type

The purpose of the I-3 is to provide for the development of research, light advanced manufacturing and office parks. Consistent with comprehensive planning policies. The district is similar to a Corporate Office District in the Comprehensive Plan.

District Uses and Use Standards	See Section 5	of the Land Development Code
District Dimensional Standards	See Section 6	of the Land Development Code
District Development Standards	See Section 7	of the Land Development Code
District Sign Standards	See Section 10	of the Land Development Code

Appendix



INNOVATION AND COMMERCIALIZATION PARK

MASTER PLAN

22 January 2021

Appendix

A References and Resources

1. 2004 Innovation and Commercialization Park Master Planprepared by SDW, Inc.
2. The University of Southern Mississippi Innovation and Commercialization Park Application for Mississippi Development Authority Site Development Grant, January 31, 2019
3. Coastal Mississippi Investment Analysis, Gulf Coast Business Council and Gulf Coast Community Foundation, November 2019.
4. Twin Districts Workforce Development Area Sector Strategy 2017, written by Southern Mississippi Planning and Development District, Economic Development Division, June 2
5. Enterprise Products Encroachment Guidelines, Enterprise Partners LP. (applies to Dixie Pipeline)
6. IBS World Business Environment Profile, Research and Development Expenditure prepared for the Southern Company, February 2019
7. IBIS World Commercial Leasing in the US, March 2019 prepared for the Southern Company
8. Comprehensive Economic Development Strategy 2018-2022 prepared by The Southern Mississippi Planning and Development District
9. Google Earth Pro and Google Maps Services provided by Google LLC located at 1600 Amphitheaters Parkway, Mountain View, CA., 94043
10. Longleaf Trace, Pearl & Leaf Rivers Rails to Trails Recreational District Board, P.O. Box 15187, Hattiesburg, MS. 39404
11. Visit Hattiesburg, Five Convention Center Plaza, Hattiesburg, MS 39401
12. Hattiesburg Vision 2020 Stragic Plan by Visit Hattiesburg
13. Long Leaf Pine Initiative in Mississippi NRCS (National Resources Conservation Services, United States Department of Agriculture)
14. Longleaf Pine, Wikipedia.org
15. Hattiesburg, Mississippi Land Development Code Ordinance # 3209, Adopted 2-21-2017
16. Comprehensive Plan 2008-2028, City of Hattiesburg, Mississippi, adopted December 16, 2008

B GSA's 2016 Guiding Principles Checklist for New Construction and Major Modernization Projects

GSA's 2016 Guiding Principles Checklist for New Construction and Major Modernization Projects

GPC #	Criterion Name	2016 GPC Language
		I. INTEGRATED DESIGN
1	***Integrated Design***	Use a multidisciplinary integrated project team to establish energy, water, sustainable landscape design, and other environmental performance goals during design. Consider design choices that improve performance, support occupants' health and wellness, and consider climate risks including wildfire. Integrated design should consider all stages of the building's life cycle, including deconstruction. References: - Integrated Design Process: http://www.wbdg.org/design/engage_process.php - LEED "Integrative Process" (NC) (CS) (CI) credit
2	***Commissioning***	A. Hire a qualified commissioning agent independent of the design and construction or operations team, at the beginning of design. Commissioning should optimize building performance and be tailored to the project's size and complexity. The commissioning agent should work for GSA, or, at minimum, a Construction Manager as Agent (CMa) firm hired by GSA. Please explain. B. Upload into ePM a Commissioning Plan that meets or exceeds LEED's "Fundamental Commissioning and Verification" prerequisite. State which systems' installation and performance was commissioned. AND, C. Provide a Commissioning Report that confirms whether identified issues were appropriately addressed. References: - GSA Building Commissioning Guide: https://www.gsa.gov/graphics/pbs/BCG_3_30_Final_R2-x221_0Z5RDZ-I34K-pR.pdf - PBS P100 Facilities Standards ("P100") § 1.10.2.6 "Total Building Commissioning" - GSA Schedule 871: https://www.gsa.gov/portal/content/245467 - LEED "Fundamental Commissioning and Verification" (NC) (CS) (CI) (EB) and "Enhanced Commissioning" (NC) (CS) (CI) (EB) credits
3	***Site Selection***	Potential sites are evaluated by the PBS Portfolio office, before a project receives its Congressional appropriation. If possible, upload the project's Site Selection Report and NEPA analysis into ePM, and describe the file's location in this GPC's comment. Insert a brief comment about this the site's environmental impact, and whether floodplains and wetlands were avoided. References: - P100 § 2.2.1 "Sustainable Locations": avoid the adverse impacts associated with development on sensitive sites such as floodplains, wetlands, greenfields, farmland, and habitat for pollinators or threatened/ endangered species. - GSA order ADM 1097.1, "Incorporating Principles of Sustainability, Economic Development and Efficiency into GSA Business Practices and Location Decision-making": http://www.gsa.gov/portal/directive/d0/content/697578 - PBS Floodplains Management Desk Guide: http://www.gsa.gov/portal/content/100860 - CEQ's "Sustainable Locations for Federal Facilities" implementing instructions: https://www.whitehouse.gov/sites/default/files/microsites/ceq/implementing_instructions_-_sustainable_locations_for_federal_facilities_9152011.pdf - LEED "Site Assessment" (NC), "Site Development - Protect or Restore Habitat" (NC) (CS), "Sensitive Land Protection" (NC), "High Priority Site" (NC), and "Surrounding Density and Diverse Uses" (NC) (CS) (CI) credits
4	***Transportation***	A. Evaluate electric vehicle charging needs, including fleet charging infrastructure, and include to the extent feasible. Minimize onsite automobile parking where transit alternatives are readily available. B. Provide secure, dedicated onsite bicycle parking facilities with direct, safe pedestrian access from the main entrances of the building for at least five percent of building users. Design onsite pedestrian and bike paths to provide safe, clear connections directly to adjacent neighborhood streets, transit, pedestrian routes, bike paths, and local amenities. AND, C. Address whether building location is within 1/4 mile walk distance of fixed route, high-frequency bus service or 1/2 mile walk distance of bus rapid transit stops, commuter rail, light rail, or subway stations. References: - P100 § 2.2.1.3 "Site Supports Neighborhood Connectivity, Walkability, and Bikeability" - GSA Order on "Providing Electric Vehicle Supply Equipment Infrastructure" - LEED "Reduced Parking Footprint" (NC) (CS), "Bicycle Facilities" (NC) (CI), and "Access to Quality Transit" (NC) (CS) (ID+C) credits

5	***Safeguarding Assets***	Paste in narrative explaining how climate-related and extreme weather risks are being managed, per P100 § 1.10.3, or paste in narrative from relevant A/E SOW deliverables. Otherwise, answer questions A through C: A. Address risks from observed and expected changes in climate, per the risk management elements of GSA's Regional Office/ Central Office (RO/CO) project review; the Capital Investment and Leasing Program's (CILP) section on "Enhancing Resilience And Reducing Vulnerability To Observed And Expected Changes In Climate"; and P100 § 1.10.3 "Resilience: Management of Climate-Related and Extreme Weather Risks". B. Assess the observed and expected impacts for the intended service life of the asset's building enclosure and site development (i.e. drainage, access/egress). Does this investment support core mission-related functions that are affected by impacts from the observed and expected changes in climate (i.e. energy/water surety requirements)? Is this a culturally or historically significant asset? AND, C. Balance design options against budget, mission, and security. Address the risk exposure to the observed and expected changes in climate: Can the building adapt now and in the future? Identify outcome-focused, performance-based thresholds to monitor and manage the asset as conditions change to mitigate risks to mission while providing acceptable performance for the asset's service life.
II. Optimize ENERGY Performance		
6	***Energy Star***	Use Energy Star or FEMP-designated energy efficient products, e.g. appliances. (Per EISA 2007 §§ 323 & 525) References: - Energy Star Certified Products: https://www.energystar.gov/products - LEED "Purchasing - Ongoing" (EB) credit
7	***Energy Efficiency***	For new construction: ensure that energy efficiency target is at least 30% better than the current ASHRAE 90.1 standard. (Per EPAct 2005 § 109) For new construction OR modernizations: set an energy goal that achieves a fossil-fuel reduction of at least 65%, compared to a CBECS 2003 baseline. (Per EISA 2007 § 433) For modernizations, ALSO ensure one of the following: 1) Energy use target is at least 20% below the fiscal year (FY) 2015 energy use baseline; 2) Energy use target is at least 30% below the FY 2003 energy use baseline; 3) The building has an ENERGY STAR® rating of 75 or higher; OR 4) If the building type is not in ENERGY STAR Portfolio Manager, the building is in the top quartile of energy performance for its building type, compared to adequate benchmarking data. References: - Optimizing Energy Use: http://www.wbdg.org/design/minimize_consumption.php - Fossil fuel reduction target guidance: http://architecture2030.org/2030_challenges/2030-challenge/ - P100 § 5.4 "Whole Building Energy Performance Requirements" - LEED "Minimum Energy Performance" (NC) (CS) (CI) (EB) and "Optimize Energy Performance" (NC) (CS) (CI) (EB) credits
8	***Renewable and Clean Energy***	Evaluate and implement, where appropriate and life cycle cost-effective, renewable energy projects on-site, including solar thermal to meet 30% of building's anticipated hot water demand. (Per EISA 2007 § 523.) Document evaluation of onsite renewable energy sources (e.g. photovoltaic, geothermal, or wind energy), and upload into ePM. Evaluation tools include PV Watts and Solar Prospector. References: - Solar Hot Water Cost and Efficiency Estimation Guide: http://energy.gov/energysaver/estimating-cost-and-energy-efficiency-solar-water-heater - Integrating Renewable Energy in Federal Construction: http://www.wbdg.org/ffc/doe/criteria/guide-integrating-renewable-energy-federal-construction - Renewable Energy Projects and Resources: http://energy.gov/eere/femp/federal-renewable-energy-projects-and-technologies - LEED "Renewable Energy Production" (NC) (CS) (CI) (EB) and "Green Power and Carbon Offsets" (NC) (CS) (CI) (EB) credits
9	***Metering - Energy and Water***	A. Install building-level meters for electricity, natural gas, steam, and water. AND, B. Install advanced meters for electricity, as required by EPAct 2005 § 103 and P100 § 6.5.3.4. Install advanced meters for natural gas and steam to the maximum extent practicable, per EISA 2007 § 434. Reference: LEED "Advanced energy metering" (NC) (CS) (CI) (EB), "Building-level energy metering" (NC) (CS) (CI) (EB), and "Water Metering" (NC) (CS) (CI) (EB) credits

10	***Benchmarking***	If necessary due to substantial energy performance energy usage intensity variance from design target, and requested by GSA, A/E team representative(s) shall participate in a brief, cooperative central office-led discussion with O&M and/or commissioning staff, to better-understand design assumptions, operating conditions, and potential causes. GSA's regional energy coordinators regularly monitor building energy performance against historic performance data and peer buildings. GSA's Light-Touch Measurement & Verification process also provides quarterly transparency into actual energy usage. Reference: LEED "Measurement and Verification" (NC) credit
III. Protect and Conserve WATER		
11	***Indoor Water Use/ Cooling Towers***	A. Build to ASHRAE standard 189.1-2014 sections 6.3.2, 6.4.2, and 6.4.3. B. Use water-efficient (e.g. EPA WaterSense) products. Specify which ePM-stored documentation shows that WaterSense products were specified. AND C. Do not use single-pass cooling with potable water. Optimize cooling tower operations -- e.g. by using condensate recovery, limiting discharge water, and/or using efficient drift eliminators. References: - Water Conservation: http://www.wbdg.org/resources/water_conservation.php?r=fhpsb_new - WaterSense Products: https://www3.epa.gov/watersense/products/ - LEED "Building-Level Water Metering" (NC) (CS) (EB), "Cooling Tower Water Use" (NC) (CS) (EB), and "Indoor Water Use Reduction" (CI) (EB) credits
12	***Outdoor Water Use***	A. Separately meter water for irrigation systems greater than 25,000 square feet; B. For irrigation systems, implement smart controllers that use evapotranspiration and weather data; C. Use water efficient landscapes, pursuant to GSA's mandatory SITES certification policy (P100 § 2.5.6); AND D. Limit potable water use for irrigating vegetated areas of the site to 50% below conventional practices' water demand, or less. Determine conventional practices' water demand using actual methods and standards from the SITES standard. References: - SITES Rating System: http://www.sustainablesites.org/certification - Protect and Conserve Water: http://www.wbdg.org/design/conserve_water.php - LEED "Outdoor Water Use Reduction" (NC) (CS) (CI) (EB) credit
13	***Alternative Water***	Consider alternative sources of water (such as capturing rainwater, graywater, and/or condensation from cooling coils) where cost-effective and permitted by local laws and regulations. Where feasible, design outdoor water features to avoid usage of make-up water from potable sources. Reference: LEED "Water Efficient Landscaping" (NC) (EB) credit
14	***Outdoor Water - Manage Rain***	Projects that disturb at least 5,000 SF of site surface area shall manage the 95th percentile rain event onsite through infiltration, reuse, and/or evapotranspiration, per EISA 2007 § 438 stormwater requirements. Strategies include permeable paving, vegetated roofs, rain gardens, or other low-impact development techniques. See also "Safeguarding Assets" and "Outdoor Water Use" GPCs. References: - Stormwater Runoff Mitigation: http://www.wbdg.org/references/mou_sw.php - EPA Technical Guidance: https://www.epa.gov/sites/production/files/2015-09/documents/eisa-438.pdf - LEED "Rainwater Management" (NC) (CS) (CI) (EB) credit
IV. Enhance INDOOR ENVIRONMENTAL QUALITY		
15	***Ventilation and Thermal Comfort***	Meet current ASHRAE standards: 55 for thermal comfort, and either 62.1 or 62.2 for ventilation. Upload ASHRAE 62.1 Calculator or other supporting documentation into ePM. Consider efficiency strategies including natural ventilation, thermal recovery systems, separate HVAC systems for 24/7 spaces, and radiant space conditioning (e.g. chilled beams and/or radiant floors.) References: - High-Performance HVAC: http://www.wbdg.org/resources/high-performance-hvac?r=retro_sustperf - LEED "Thermal Comfort" (NC) (CS) (CI) (EB) credit
16	***Daylighting and Lighting Controls***	Maximize opportunities for daylighting in regularly occupied space, e.g. by considering building orientation and glazing options. Where feasible, incorporate automatic dimming daylight sensors, occupancy sensors, manual controls, task lighting, and/or shade/glare control. Consider the effects of solar heat gain. Provide occupant lighting controls in accordance with GSA P100 Lighting standards, e.g. § 6.2.1, "Lighting Quality". References: - Daylighting: http://www.wbdg.org/references/mou_daylight.php - Lighting Controls: http://www.wbdg.org/resources/electriclighting.php?r=retro_sustperf - LEED "Interior Lighting" (NC) (CS) (CI) and "Daylight" (NC) (CS) (CI) credits

17	***Indoor Air Quality***	A. Develop and implement an Indoor Air Quality Plan. The IAQ Plan should address moisture control, use of low-emitting materials and products with low pollutant emissions, protocols to protect indoor air quality during and after construction, and use of integrated pest management techniques. Describe where IAQ plan is saved in ePM. B. Ensure the design includes signage/ notifications to prohibit smoking within the building and within 25 feet of all building entrances, operable windows, and building ventilation intakes. Consider designating outdoor smoking areas that meet these criteria, and limiting smoking to only these designated areas. References: - GSA Smoking Policy (5800.1C ADM): http://www.gsa.gov/portal/directive/d0/content/520618 - Indoor Environmental Quality: http://www.wbdg.org/design-objectives/sustainable/enhance-indoor-environmental-quality - Mold and Moisture: http://www.wbdg.org/resources/mold-and-moisture-dynamics?r=fhpsb_existin - LEED "Low-Emitting Materials" (NC) (CS) (CI) (EB), "Construction Indoor Air Quality Management Plan" (NC) (CS) (CI), "Indoor Air Quality Assessment" (NC) (CS) (CI), and "Environmental Tobacco Smoke Control" (NC) (CS) (CI) (EB) credits
18	***Occupant Health and Wellness***	Promote opportunities for voluntary increased physical movement of building occupants such as making stairwells an option for circulation, active workstations, fitness centers, and bicycle commuter facilities. Support convenient access to potable water, daylight, plants, and exterior views. Ensure building design provides access to, or space for, healthy dining options. References: - FITWEL certification program identifies best practices; FITWEL certification can demonstrate compliance: http://www.gsa.gov/portal/content/118614 - LEED "Quality Views" credit (NC) (CI)
V. Reduce the Environmental Impact of MATERIALS		
19	***Material Content and Performance***	Specify products that meet GSA's Key Sustainable Product (KSP) requirements in these categories: nylon carpet, interior latex paint, gypsum board, acoustical ceiling tiles, and concrete. Specify which documentation in ePM shows compliance. References: - Key Sustainable Product list: https://sftool.gov/greenprocurement/green-products/1037/key-sustainable-products/9 - Green Procurement Compilation (lists all Federal green purchasing requirements, including ones beyond this GPC's KSP requirement): https://sftool.gov/greenprocurement - LEED credits for "Building Life-Cycle Impact Reduction" (NC) (CS) (CI) (EB), "Building Product Disclosure and Optimization - Environmental Product Declarations" (NC) (CS) (CI) (EB), "Building Product Disclosure and Optimization - Sourcing of Raw Materials" (NC) (CS) (CI) (EB), "Building Product Disclosure and Optimization - Material Ingredients" (NC) (CS) (CI) (EB), "Fundamental Refrigerant Management" (NC) (CS) (CI) (EB), and "Enhanced Refrigerant Management" (NC) (CS) (CI) (EB)
20	***Waste Diversion (MSW)***	Ensure building design provides space appropriate for collection and storage of municipal solid waste (MSW) materials for recycling -- and, where practical, composting. Consider odor and pest management aspects of satellite accumulation areas such as loading docks. References: - Recycling space locations: https://sftool.gov/explore/green-building/section/57/solid-waste/system-overview#break-pantry/waste-bins - LEED "Storage and Collection of Recyclables" (NC) (CS) (CI) (ID+C) credit
21	***Materials Management (C&D)***	Establish a construction & demolition (C&D) waste diversion goal. Seek to maximize materials salvaged, recycled, reused, or donated. Divert at least 50% of non-hazardous construction and demolition materials from landfills, where markets exist, and report total diverted/landfilled tonnage figures at substantial completion, via gBUILD's KPM> Waste Management subtab. Upload waste and recycling manifests or reports into ePM. References: - EPA Volume-to-Weight Conversion Factors: https://www.epa.gov/smm/volume-weight-conversion-factors-solid-waste - Construction Waste: http://www.wbdg.org/references/mou_cw.php - LEED "Construction and Demolition Waste Management Planning" (NC) (CS) (EB) and "Construction and Demolition Waste Management" (NC) (CS) (CI) (EB) credits

GSA's new construction and major modernization projects shall follow this checklist to the maximum feasible extent during project design and construction, per GSA's P100 Facilities Standards for the Public Buildings Service § 1.7.3. Executive Order 13834 § 2(e) requires new construction and major renovations to conform with "sustainable design principles" such as the Council on Environmental Quality's Guiding Principles for Sustainable Federal Buildings.
GSA's gBUILD system enables project delivery teams to report how these Criteria are being implemented.
Reference: U.S. Department of Energy's Guiding Principles website

C Land Use Summary Statistics (2004)

The 2004 master plan by SDW, Inc., indicated in the development program that potential building space might be 2,003,500 gross square feet (GSF). Certain assumptions were made such as building height, building footprint and parking requirements. Projected overall use was broken down as follows:

Development Program	Parking Spaces	Development Area (SF)
University Related R/D	1,355	338,750
Research & Development (Large Parcels)	1,555	388,000
Research & Development (Small Parcels)	3,834	1,121,500
Town Center: Commercial and Retail	621	155,250
Total	**1,365**	**2,003,500**

To look at this information as a ratio, 505 +/- acres with 2,003,500 gross square feet (GSF) of buildings is roughly 4,000 GSF per acre of land. The 505+/- acres includes all lands such as Sehoy Lake, The LWCF conservation area and roadway rights of ways. The 2004 Plan identified approximately 340 acres of developable land. In revisiting the GSF per acre ratio using the 340 acres of developable acres, a factor of an average of approximately 5,900 GSF per acre is derived. This average does not address land use types.

D 2001 Market Study

A 2001 market study prepared by Hammer, Siler, George Associates concluded that the research park could potentially achieve an annual absorption rate of 12,000 to 17,000 gross square feet (GSF) per year. At the projected total development of 2,003,500 GSF of buildings in the project build out, 17,000 GSF per year would take approximately 118 years to complete.

E Charrette Participants

Below is a list of participants at the November 21, 2019 charrette conducted at the ICP Accelerator:

Robbie Ingram	Innovation and Commercialization Park
Shannon Campbell	University of Southern Mississippi
Jalen Boney	Innovation and commercialization Park
Brian Cuevas	University of Southern Mississippi

Michael Bunales	University of Southern Mississippi
Mike Thompson	Dale Partners Architects
Andrew Ellard	City of Hattiesburg
Marcus Simmons	Area Development Partnership
Todd Jackson	Area Development Partnership
Rick Sullivan	SDW, Inc.
Shea McNease	SDW, Inc.
Cannon Nuzzzo	University of Southern Mississippi
Eric J Boney	University of Southern Mississippi
Jeffrey Ginn	Emergent BioSolutions
Lamar Rutland	City of Hattiesburg
Ginger Lowrey	City of Hattiesburg
Monica Tisack	MS Polymer Institute
Emerson Vencesvan	Oxitemo USA
Jeffrey George	City of Hattiesburg
Ron Hartley	Dale Partners Architects
Leigh Jaunsen	Dale Partners Architects

F Questionnaire

Prior to the charrette, a questionnaire was prepared for distribution to participants of the group and objective workers along with other stakeholders. Obtaining additional input through canvasing participants and stakeholders provided additional specific feedback to be used in developing broad organizational concepts for the upcoming charrette.

The questionnaire and results are provided below.

USM Innovation and Commercialization Park Master Plan
Questionnaire Response November 11, 2019

1. What type of guidelines and development parameters would you like to see in an overlay district regulation? Examples would include: mixed use (do not confuse with multi-use) with residential over retail or offices; high density residential, minimum square footages for each type of residential or commercial; sustainable guidelines for site; sustainable guidelines for buildings; minimum green space on each development tract; mandatory construction of walks and pathways on each tract; dark sky exterior light fixtures (prevent light spillage and upward lights – protecting the night sky); the location of commercial parking and residential garages (front yard, back yard, side yard; street side or lake side).

    a. Distinct separation between residential and commercial/R&D use

b. Façade & landscaping requirements for light advanced manufacturing
c. Mixed use; with multifamily/high density residential
d. Optimize square footage throughout
e. Sustainable guidelines, greenspace requirements
f. Lake view for all including drivers
g. Parameters that blend residential commercial (including cultural and recreational) uses into one cohesive community; and where those functions are to some degree physically and functionally integrated
h. Require sidewalks and pathways for connectivity network

2. What are some of the most positive aspects of the park today?

a. Preserve the serene setting of the lake and green space, natural beauty
b. Proximity to transportation and utility infrastructure; proximity to the Accelerator; curb and gutter boulevard entrance; proximity to population/workforce, lakefront property.
c. The location provides good connectivity to USM and West Hattiesburg
d. The links and connections, both physical and intangible, to the University of Southern Mississippi
e. Southern Mississippi located as opportunity zone
f. Sits near I-59 and Hwy 49. Less than 5 miles from USM's main campus. Possesses The Accelerator and its amenities and companies. 100-acre recreation area. Feeling of being in a rural area. Near the Longleaf trace. Abundance of wildlife present.
g. Create environment that promotes creativity
h. Recreational preserve, The Accelerator close to country club is somewhat of a blank slate
i. Recreational preserve
j. Existing infrastructure (water, sewer, gas, fiber optics)

3. What are some of the most negative aspects of the park today?

a. Large portion set aside as nature preserve; wetland fingers throughout property; some developable parcels are adjacent to residential areas.
b. Signage, the school district it is in
c. Mostly the low density of the population in the area compared to the other areas of Hattiesburg
d. Need for roadwork on Classic Drive. No current facilities other than the Accelerator (which is mostly tucked away). Areas north of Classic are wooded so visually hard to envision a facility and a way it would look from the road. Rec area not robust enough yet. Areas near the southeast of the property are near lower qualities neighborhoods.

e. Road upkeep and confusing signage or lack thereof
f. Lack of connectivity (road/trail) to central Hattiesburg and University, barren of high-density development.
g. Conservation limitations, pipeline running through park, and a few steep slopes and wet areas that may limit development options.

4. Are you aware of any USM Education and research collaborative opportunities that could be pursued in more depth for the ICP? If so, please list. _____yes _____no

a. Continue growing polymer focus
b. Maybe data and security
c. MPI's endeavors and clientele
d. Local Hudson's CFO retiree as an investor; Oxiteno, Chromis, Marine Science Initiative
e. Some potential company or university research expansion from Accelerator but nothing imminent.

5. From the attached list, what are your top three preferred land uses for the ICP?

a. Light advanced manufacturing, Office/R&D, Commercial/mixed-use
b. Middle class residential, lite industrial/R&D areas, commercial areas
c. Research and Development Light advanced manufacturing
d. Middle class residential, cluster of tech industrial businesses, Commercial retail
e. I don't see the attached list, but I would like to see more Entrepreneur Facilities,
f. Science-bases Development and Application Facilities, Mixed-use
g. High-density mixed-used commercial i.e. Highland Village
h. in Jackson, Advanced Industries development, High and medium density
i. residential (grad students, post-docs, condos, town homes, middle class, notultra-high income)
j. Business incubation, like Accelerator, Class A office space

6. Are there any other possible uses not listed that should be considered?

None

7. Which uses do you feel are most likely to succeed?

a. Residential
b. Light industrial, office/R&D, commercial/mixed-use
c. The cluster of tech industrial businesses/offices

d. I always get strong favorable responses from scientists when they visit; I think there could be strong interest in innovation centers if you could keep the “Park” atmosphere.

e. Mixed use

8. The 2004 master plan suggested that the entire project site could support up to 2,000,000 gross square feet (GSF) of buildings with related parking of approximately 50 acres. The uses were primarily R&D, offices and some light manufacturing. In the October 22, 2019 workshop, there was discussion of higher end residential development. In your opinion, does the concept of residential development within the ICP present challenges to the character of the overall development? if so, please briefly explain why.

a. Residential north of classic drive

b. Not necessarily, but there should be a clear delineation between the two; higher end residential will be less desirable if immediately adjacent to industrial/office, and vice-versa.

c. I don’t think so, within residential area it could help promote keeping Hattiesburg’s workforce in Hattiesburg.

d. It does not pose a challenge. Higher end residential would seem necessary to help raise the value of the area.

e. There shouldn’t be higher end residential, but I do not think residential development will challenge the character of the overall development

f. Yes, I think it could very quickly get out of hand and take over all the nice parts about working here. It COULD be designed well and harmonized, but it needs to be controlled.

g. I don’t think residential presents challenges. I believe higher density population would support overall development. I think high-end residential should be limited but not necessarily excluded.

h. Demand for traditional high demand single family housing in a location near/adjacent to light advanced manufacturing businesses will be very limited.

9. The 2001 Hammer Siler George market analysis suggested that the ICP could expect development absorption in the range of 12,000 to 17,000 GSF annually. At this ratio, assuming best case scenario – 17,000 GSF per year, build out would take roughly 117 years (based on 2,000,000 GSF). What do you think is an appropriate build out period? Please select one.

a. 20 years was most common answer

10. In your opinion, is multifamily residential good, no impact, or bad for the future of the ICP?

a. Good, if the development includes an adequate buffer between light advanced manufacturing

b. Good/the impact of population density could support newly developed businesses.
c. Good, It will utilize less space and provide more housing. Need high-end complexes though.
d. It depends on how it's implemented, and who it targets.
e. Good – especially condo/town/garden home type
f. It could be good if done with the highest quality. Multi-family and mix use make more sense than single family.

11. Sustainable design (also called environmentally sustainable design, environmentally conscious design, etc.) seeks to reduce negative impacts on the physical environment, meeting the needs of the present without compromising the ability of the future to meet its own needs. It also seeks the health and comfort of building occupants, thereby improving building performance. The basic objectives of sustainability are to reduce consumption of non-renewable resources, minimize waste, and create healthy, productive environments. Some aspects can be included in an overlay district set of regulations. See the 2016 GSA list of Guiding principles. Some examples include:

a. Walkability
b. Site selection / solar orientation to optimize grading and energy efficiency
c. |Protection of slopes / erosion control protects bottomlands from sediment buildup; minimize soil disturbances in existing soils
d. Use natural systems to manage runoff – i.e. bioswales, rain gardens
e. Preserve natural vegetation on steeper slopes
f. Open space / preserved woodlands
g. Minimum 20% green space throughout the development – would apply to each site being developed
h. Use of renewable or recycled materials in construction
i. Minimize pavement
j. Use high reflective (albedo) materials for pavement and roofs

12. On a scale of 1 to 5 – with 5 being the highest, how important are these principles if applied as mandatory requirements?

a. 4 is the average answer
b. As long as variances are allowed for very large developments applied

13. How likely is the university to develop collaborative projects at the ICP?

a. very likely is the most common answer

14. What other corporate development sites / opportunities in the Hattiesburg area compete with the ICP for development?

    a. Business professional like Region's Bank
    b. Midtown due to desirability for HQ projects; Forrest County Industrial Park due to available space and infrastructure
    c. Midtown
    d. Some sites listed on ADP website, but none seem to offer what we have planned.
    e. There's the industrial park, but it's not as attractive. Lincoln Rd Extension area & Tatum Park area would be the closest.
    f. There is a lack of develop-able inventory within the city limits

15. Which three of the following mission statement options (see attached list of goals and objectives) are most important? Please select three.

    a. # 4
    b. # 5
    c. # 1

16. If a conference center and boutique hotel were developed, who do you see as the primary users?

    a. The hotel market is over developed not recommended
    b. We don't think this is a feasible use
    c. Retired citizens, in-town travelers for University events, visiting government officials
    d. I don't believe either is necessary, but if there were, the larger companies would probably use them.
    e. Many companies that are local and clients/affiliates/team members of existing companies.
    f. Retreat-oriented corporations, groups, ADP., Not sure a boutique hotel would be a draw, and there's a conference center 2 miles from here, Oddities like Cabins and Conference Center may be attractive. (Jackson Lodge near Jackson Hole, WY would be a much larger example of this…but a small version might work well).
    g. Not sure. I don't see this as a viable option. Hattiesburg Convention Center is within a mile. A small training center could be used for faculty retreats, student rec., etc. The Accelerator is often used for faculty retreats and training.
    h. Local companies, hunting retreats

17. Is active living for older adults a use type that should be considered for the ICP? 3 yes 5 no

1. Please provide any additional comments or suggestions.

    a. I think you should poll the actual employees that work here. What would they like to see? There are about 45 full-timers.

    b. Daycare facilities

    c. Though it may require too much space to be feasible, a driving range or a nod to the property's history as Van Hunt Golf Course – would be a nice touch – particularly if a conference center/retreat is to be incorporated.

G Land and Water Conservation Area Declaration of Covenants

The conservation area around Lake Sehoy that has been committed to permanent conservation with the Land and Water Conservation Fund (LWCF).
This declaration of covenants is on the following pages.

THE UNIVERSITY OF
SOUTHERN MISSISSIPPI.

OFFICE OF THE GENERAL COUNSEL
118 College Drive #5079 | Hattiesburg, MS 39406-0001
Phone: 601.266.4466 | Fax: 601.266.4440

INTEROFFICE MEMORANDUM

ATTORNEY/CLIENT PRIVILEGED AND CONFIDENTIAL COMMUNICATION
DO NOT COPY OR CIRCULATE

To: Robbie Ingram
Director, The Innovation and Commercialization Park and Accelerator

CC: Gordon C. Cannon, Ph.D.,
Vice President for Research

From: Kris A. Powell
Assistant General Counsel

Re: Land and Water Fund Act of 1965 Project No. 28-00155
Declaration of Covenant for Purpose and Use

Date: April 10, 2019

Please find attached a copy of the filed Declaration of Covenant for Purpose and Use as recorded in the Office of the Chancery Clerk of Forrest County, Mississippi, concerning the above identified matter.

DEED
Bk:1309 Page:683-693
RCD: 04/10/2019 @12:47:59:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Document Prepared by/Return to:
Kris A. Powell (MS Bar No. 101458)
Office of the General Counsel
The University of Southern Mississippi
P.O. Box 5079
Hattiesburg, MS 39406-5079
601/266-4466

Grantor/Grantee
University of Southern Mississippi
P.O. Box 5079
Hattiesburg, MS 39406-5079
601/266-4466

Indexing Instructions: Part of the SE ¼, S-35, T-5-N, R-14-W, Part of the W ½ of the SW ¼ and Part of the NE ¼ of the SW ¼, S-36, T-5-N, R-14-W, Forrest County, Mississippi.

Declaration of Covenant for Purpose and Use

THIS DECLARATION OF COVENANT FOR PURPOSE AND USE (hereinafter called "Declaration") dated this the 29th day of March, 2019, is made by The University of Southern Mississippi whose address is 118 College Drive #5116, Hattiesburg, Mississippi 39406 (hereinafter with its successors and assigns called "Owner").

RECITALS

WHEREAS, federal assistance was provided by the National Park Service of the United States Department of the Interior in the form of resources provided for the benefit of certain property of Owner pursuant to the Land and Water Conservation Fund Act of 1965, 16 U.S.C. 4601-5 *et seq.*;

WHEREAS, that certain United States Department of Interior, Bureau of Outdoor Recreation, Land and Water Conservation Fund Project Agreement for Project No. 28-00155 requires that certain property of Owner be dedicated for public outdoor recreation uses;

WHEREAS, restrictions on conversion and limitation of use of certain property of Owner are required under the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 *et seq.*, in accordance with the Code of Federal Regulations;

WHEREAS, the Mississippi Department of Wildlife, Fisheries, and Parks, administers duties and obligations with regard to certain property of Owner which is subject to Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 *et seq.*, in accordance with the Code of Federal Regulations;

WHEREAS, this Declaration of Covenant for Purpose and Use is required to effectuate the requirements of the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 *et seq.*, in accordance with the Code of Federal Regulations as administered by the Mississippi Department of Wildlife, Fisheries, and Parks, with respect to certain property of Owner; and

WHEREAS, the Chancery Clerk of Forrest County, Mississippi, located at 641 Main Street, Hattiesburg, Mississippi, is the proper office to record this Declaration of Covenant for Purpose and Use:

NOW THEREFORE, in consideration of the federal assistance rendered and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 *et seq.*, in accordance with the Code of Federal Regulations, will accrue to the public and be used as intended by Owner and the United States Department of the Interior, Owner hereby covenants and agrees as follows:

1. This Declaration shall be applicable to that certain real property owned by The University of Southern Mississippi more fully described on the attached Exhibit "A". Said property shall hereafter be referred to as "the property".

2. The property identified in the attached Exhibit "A" has been acquired or developed with federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (170 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Mississippi Department of Wildlife, Fisheries and Parks and the Secretary of the Department of the Interior. By law, the Secretary shall approve such conversion only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP) and only upon such condition as the substitution of other recreation properties are of at least equal fair market value and of reasonably equivalent usefulness and location.

3. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the property given the consideration expressed herein.

4. This covenant expressed in this Declaration shall run with the land.

IN WITNESS WHEREOF, the Owner has hereunto set its hand as of the day and year first above written by its duly authorized officer.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI,
Owner

Gordon Cannon

By: Gordon C. Cannon, Ph.D.
Its: Vice President of Research

STATE OF MISSISSIPPI
COUNTY OF {FORREST}

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of April, 2019 within my jurisdiction, the within named Gordon C. Cannon, Ph.D., who acknowledged to me that he is the Vice President of Research of The University of Southern Mississippi and has been granted the authority to execute the above and foregoing instrument by and through The University of Southern Mississippi.

Betty K. Boney
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 98322
BETTY K. BONEY
Commission Expires
June 28, 2019
FORREST COUNTY

EXHIBIT A

PARCEL 1 – Reserved Recreation Parcel

A part of the Southeast ¼, Section 35, Township 5 North, Range 14 West, and a part of the West ½ of the Southwest ¼ and a part of the Northeast ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(93), US Survey Feet, with a combined scale factor of 0.999982569492 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 1,168.53 feet,
- thence run North 518.72 feet to a Concrete Monument representing the Intersection of the Proposed Northern Right of Way Line of a Proposed unnamed public roadway and the Eastern Right of Way Line of Shelby Thames Drive, a public roadway, and the **Point of Beginning**, said Intersection also having a Grid Value of **N 672,545.82 feet** and **E 816,796.06 feet** on said East Zone Grid;
- thence run Northerly along said Proposed Eastern Right of Way Line for the next 7 calls:
    - thence run N21°55'28"W for 39.33 feet to a Concrete Monument,
    - thence run Northerly along an Arc to the Right for 253.66 feet to a 5/8 Inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of N13°57'23"W and a Chord Distance of 252.74 feet,
    - thence run N84°29'57"E for 35.00 feet to a 5/8 Inch Rebar,
    - thence run N03°45'48"W for 50.00 feet to a 5/8 Inch Rebar,
    - thence run S87°58'27"W for 35.00 feet to a 5/8 Inch Rebar,
    - thence run Northerly along an Arc to the Right for 73.55 feet to a 5/8 Inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of N00°25'33"E and a Chord Distance of 73.53 feet,
    - thence run Northwesterly along an Arc to the Left for 496.40 feet to a ½ Inch Rebar having a Grid Value of **N 673,439.33 feet** and **E 816,637.89 feet** on said East Zone

Grid, said Arc having a Radius of 1,169.99 feet, a Chord Bearing of N09°18'14"W and a Chord Distance of 492.69 feet,

- thence run N61°45'36"E for 63.33 feet to a ½ Inch Rebar;
- thence run Easterly along an Arc to the Right for 90.40 feet to a ½ Inch Rebar, said Arc having a Radius of 90.00 feet, a Chord Bearing of S89°27'51"E and a Chord Distance of 86.65 feet,
- thence run S60°41'18"E for 82.86 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc to the Left for 122.82 feet to a ½ Inch Rebar, said Arc having a Radius of 379.00 feet, a Chord Bearing of S69°58'21"E and a Chord Distance of 122.29 feet,
- thence run S79°15'24"E for 161.31 feet to a ½ Inch Rebar,
- thence run S83°53'28"E for 36.42 feet to a ½ Inch Rebar,
- thence run S88°04'37"E for 67.31 feet to a ½ Inch Rebar,
- thence run N87°54'09"E for 35.99 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc to the Right for 45.05 feet to a ½ Inch Rebar, said Arc having a Radius of 70.00 feet, a Chord Bearing of S73°39'29"E and a Chord Distance of 44.28 feet,
- thence run N79°29'21"E for 94.53 feet to a ½ Inch Rebar,
- thence run Northeasterly along an Arc to the Right for 152.11 feet to a ½ Inch Rebar, said Arc having a Radius of 145.00 feet, a Chord Bearing of N19°07'39"E and a Chord Distance of 145.23 feet,
- thence run N29°15'27"W for 246.22 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 551.41 feet to a ½ Inch Rebar, said Arc having a Radius of 740.00 feet, a Chord Bearing of N30°45'49"W and a Chord Distance of 538.74 feet,
- thence run N09°25'00"W for 288.28 feet to a ½ Inch Rebar representing a Point on the Proposed South Right of Way Line of Classic Drive, a public roadway,
- thence run S80°58'59"E along said Proposed South Right of Way Line for 63.62 feet to a 5/8 Inch Rebar,

- thence run Easterly along said Proposed South Right of Way Line and an Arc to the Left for 110.29 feet to a ½ Inch Rebar having a Grid Value of **N 674,429.75 feet** and **E 817,177.38 feet** on said East Zone Grid, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S81°52'56"E and a Chord Distance of 110.28 feet,
- thence run S08°01'02"W for 183.08 feet to a ½ Inch Rebar,
- thence run S43°21'51"E for 334.19 feet to a ½ Inch Rebar,
- thence run S47°59'58"E for 405.57 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc Right to the for 108.94 feet to a ½ Inch Rebar, said Arc having a Radius of 150.00 feet, a Chord Bearing of S27°11'32"E and a Chord Distance of 106.57 feet,
- thence run S06°23'06"E for 188.49 feet to a ½ Inch Rebar,
- thence run Easterly along an Arc to the Right for 244.15 feet to a ½ Inch Rebar, said Arc having a Radius of 395.00 feet, a Chord Bearing of S78°40'38"E and a Chord Distance of 240.28 feet,
- thence run S60°58'12"E for 201.38 feet to a ½ Inch Rebar,
- thence run Northeasterly along an Arc to Left the for 148.82 feet to a ½ Inch Rebar, said Arc having a Radius of 50.00 feet, a Chord Bearing of N33°45'40"E and a Chord Distance of 99.66 feet,
- thence run Northwesterly along an Arc to the Right for 107.57 feet to a ½ Inch Rebar, said Arc having a Radius of 170.00 feet, a Chord Bearing of N33°22'49"W and a Chord Distance of 105.78 feet,
- thence run N15°15'09"W for 248.54 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Left for 412.41 feet to a ½ Inch Rebar, said Arc having a Radius of 1,000.00 feet, a Chord Bearing of N27°04'02"W and a Chord Distance of 409.50 feet,
- thence run Northeasterly along an Arc to the Right for 94.75 feet to a ½ Inch Rebar, said Arc having a Radius of 50.00 feet, a Chord Bearing of N15°24'11"E and a Chord Distance of 81.19 feet,
- thence run N69°41'18"E for 161.71 feet to a ½ Inch Rebar,

- thence run Easterly along an Arc to the Right for 110.50 feet to a ½ Inch Rebar, said Arc having a Radius of 80.00 feet, a Chord Bearing of S70°44'28"E and a Chord Distance of 101.92 feet,
- thence run Southeasterly along an Arc to the Left for 111.09 feet to a ½ Inch Rebar, said Arc having a Radius of 110.04 feet, a Chord Bearing of S59°22'20"E and a Chord Distance of 106.43 feet,
- thence run S88°17'57"E for 242.00 feet to a ½ Inch Rebar,
- thence run N45°42'31"E for 34.74 feet to a ½ Inch Rebar,
- thence run N00°17'02"W for 236.43 feet to a ½ Inch Rebar,
- thence run Northerly along an Arc to the Left for 124.35 feet to a ½ Inch Rebar, said Arc having a Radius of 475.00 feet, a Chord Bearing of N07°47'02"W and a Chord Distance of 124.00 feet,
- thence run N15°17'02"W for 13.20 feet to a ½ Inch Rebar representing a Point on said Proposed South Right of Way Line of Classic Drive and having a Grid Value of **N 674,518.39 feet** and **E 818,515.85 feet** on said East Zone Grid,
- thence run Easterly along an Arc to the Left for 50.00 feet to a ½ Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of N74°47'45"E and a Chord Distance of 50.00 feet,
- thence run S15°17'02"E for 13.13 feet to a ½ Inch Rebar,
- thence run Southerly along an Arc to the Right for 137.44 feet to a ½ Inch Rebar, said Arc having a Radius of 525.00 feet, a Chord Bearing of S07°47'02"E and a Chord Distance of 137.05 feet,
- thence run Southeasterly along an Arc to the Left for 96.87 feet to a ½ Inch Rebar, said Arc having a Radius of 95.62 feet, a Chord Bearing of S29°18'17"E and a Chord Distance of 92.78 feet,
- thence run Southeasterly along an Arc to the Left for 237.31 feet to a ½ Inch Rebar, said Arc having a Radius of 474.75 feet, a Chord Bearing of S72°38'54"E and a Chord Distance of 234.85 feet,
- thence run Northeasterly along an Arc to the Right for 112.46 feet to a ½ Inch Rebar, said Arc having a Radius of 316.50 feet, a Chord Bearing of N37°08'51"E and a Chord Distance of 111.87 feet,

- thence run Northeasterly along an Arc to the Right for 136.82 feet to a ½ Inch Rebar, said Arc having a Radius of 200.00 feet, a Chord Bearing of N20°37'53"E and a Chord Distance of 134.17 feet,
- thence run N40°13'47"E for 73.87 feet to a ½ Inch Rebar,
- thence run Easterly along an Arc to the Right for 147.15 feet to a ½ Inch Rebar, said Arc having a Radius of 100.00 feet, a Chord Bearing of N82°23'10"E and a Chord Distance of 134.23 feet,
- thence run S55°27'26"E for 400.12 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc to the Right for 284.24 feet to a ½ Inch Rebar, said Arc having a Radius of 300.00 feet, a Chord Bearing of S28°18'50"E and a Chord Distance of 273.73 feet,
- thence run S01°10'14"E for 550.95 feet to a ½ Inch Rebar representing a Point on the Proposed Northwestern Right of Way Line of an unnamed Proposed Roadway, and having a Grid Value of **N 673,502.32 feet** and **E 819,621.94 feet** on said East Zone Grid,
- thence run Southwesterly along said Proposed Northwestern Right of Way Line for the next 3 calls to its Intersection with said Proposed Northern Right of Way Line of an unnamed Proposed Roadway:
    - thence run Southwesterly along an Arc to the Left for 880.11 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of S41°30'13"W and a Chord Distance of 860.05 feet,
    - thence run S20°14'33"W for 108.67 feet to a 5/8 Inch Rebar,
    - thence run Southwesterly along an Arc to the Right for 373.07 feet to a 5/8 Inch Rebar representing said Intersection and having a Grid Value of **N 672,434.41 feet** and **E 818,829.29 feet** on said East Zone Grid, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of S29°54'24"W and a Chord Distance of 371.30 feet,
- thence run Westerly along said Proposed Northern Right of Way Line for the next 4 calls to the **Point of Beginning**:
    - thence run N45°45'53"W for 25.75 feet to a 5/8 Inch Rebar,
    - thence run Northwesterly along an Arc to the Left for 730.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,009.89 feet, a Chord Bearing of N66°29'11"W and a Chord Distance of 714.65 feet,

- thence run N87°12'28"W for 149.25 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 1,235.85 feet to the **Point of Beginning,** said Arc having a Radius of 2,919.70 feet, a Chord Bearing of S80°39'58"W and a Chord Distance of 1,226.64 feet,

- comprising **79.70 Acres**, more or less.

PARCEL 2 – Reserved Recreation Parcel

A part of the West ½ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(93), US Survey Feet, with a combined scale factor of 0.999982569492 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run N00°14'12"E along the West Line of said Southwest ¼ of Southeast ¼ for 361.81 feet to a ¾ Inch Round Iron Pin representing the Southeast Corner of The Woodlands, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said County,
- thence run N00°13'05"E along said West Line for 461.40 feet to a Concrete Monument representing the Northeast Corner of said Woodlands subdivision,
- thence run N00°06'59"E along said West Line for 166.78 feet to a ½ Inch Rebar representing the **Point of Beginning** and having a Grid Value of **N 673,017.07 feet** and **E 815,631.12 feet** on said East Zone Grid;
- thence continue N00°06'59"E along said West Line for 328.44 feet to a Concrete Monument representing the Northwest Corner of said Southwest ¼ of Southeast ¼ and the Southwest Corner of the Northwest ¼ of said Southeast ¼, Section 35,
- thence run N00°20'23"E along the West Line of said Northwest ¼ of the Southeast ¼ for 164.54 feet to a ½ Inch Rebar,
- thence run N00°29'02"E along said West Line for 645.65 feet to a ½ Inch Rebar,

- thence run N00°07'54"W along said West Line for 489.92 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway, said Intersection having a Grid Value of **N 674,645.59 feet** and **E 815,637.09 feet** on said East Zone Grid, said Intersection also being 19.00 feet from a 2 Inch Round Iron Pin representing the Northwest Corner of said Northwest ¼ of the Southeast ¼ as measured S00°07'54"E along said West Line,
- thence run N89°12'16"E along said Proposed South Right of Way Line for 64.38 feet to a Concrete Monument representing its Intersection with the Proposed Western Right of Way Line of Shelby Thames Drive, a public roadway,
- thence run Southerly along said Proposed Western Right of Way Line for the next 8 calls to its Intersection with the Proposed Northern Right of Way Line of an unnamed Proposed Roadway:
    - thence run S00°22'11"E for 132.84 feet to a Concrete Monument,
    - thence run Southeasterly along an Arc to the Left for 654.32 feet to a Concrete Monument, said Arc having a Radius of 591.75 feet, a Chord Bearing of S32°02'49"E and a Chord Distance of 621.49 feet,
    - thence run Southeasterly along an Arc to the Right for 1,264.59 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,083.11 feet, a Chord Bearing of S30°26'59"E and a Chord Distance of 1,193.98 feet,
    - thence run Southerly along an Arc to the Right for 50.94 feet to a 5/8 Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of S01°23'30"W and a Chord Distance of 50.93 feet,
    - thence run S89°50'16"W for 35.00 feet to a 5/8 Inch Rebar,
    - thence run S01°37'54"E for 50.00 feet to a 5/8 Inch Rebar,
    - thence run N86°53'56"E for 35.00 feet to a 5/8 Inch Rebar,
    - thence run Southerly along an Arc to the Left for 315.62 feet to a 5/8 Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of S12°43'22"E and a Chord Distance of 314.13 feet,
    - thence run S22°20'41"E for 39.34 feet to a Concrete Monument representing said Intersection and having a Grid Value of **N 672,515.66 feet** and **E 816,721.45 feet** on said East Zone Grid,

- thence run Southwesterly along said Proposed Northern Right of Way Line and an Arc to the Left for 100.05 feet to a ½ Inch Rebar, said Arc having a Radius of 2,920.03 feet, a Chord Bearing of S65°58'46"W and a Chord Distance of 100.04 feet,
- thence run N22°20'41"W for 42.26 feet to a ½ Inch Rebar,
- thence run Northerly along an Arc to the Right for 458.99 feet to a ½ Inch Rebar, said Arc having a Radius of 1,039.69 feet, a Chord Bearing of N09°41'51"W and a Chord Distance of 455.28 feet,
- thence run Northerly along an Arc to the Left for 54.30 feet to a ½ Inch Rebar, said Arc having a Radius of 983.11 feet, a Chord Bearing of N01°24'57"E and a Chord Distance of 54.30 feet,
- thence run West for 907.54 feet to the **Point of Beginning**,
- comprising **21.84 Acres**, more or less.

H Current Innovation and Commercialization Park Covenants and Restrictions (2009)

On the following pages are covenants and restrictions issued in 2009 for the ICP

THE UNIVERSITY OF SOUTHERN MISSISSIPPI
RESEARCH FOUNDATION
INNOVATION AND COMMERCIALIZATION PARK

COVENANTS AND RESTRICTIONS

February 2009

STATE OF MISSISSIPPI
COUNTY OF FORREST

I, Jimmy C. Havard, Chancery Clerk of Forrest County, do hereby certify that the foregoing is a true and correct copy of Covenants as the same appears on record in my office in Book 1060 page 26

Given under my hand and official seal on this the 16 day of April, 2009.

JIMMY C. HAVARD, Chancery Clerk
By: Diane L. Zachary D.C.

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COVENANTS AND RESTRICTIONS

ARTICLE I
PURPOSE AND SCOPE OF COVENANTS AND RESTRICTIONS

Section 1.10: Purpose. The Innovation and Commercialization Park (hereafter referred to as the "Park") has been created as a community for innovation, commercialization, research, entrepreneurship, and economic development. Through this initiative, innovative ventures may directly access the commercialization assets of The University of Southern Mississippi Research Foundation (USM Research Foundation), while providing the academic resources of The University of Southern Mississippi (USM) to expand educational opportunities, enhance research and commercialization for faculty and other entrepreneurs, and support new growth for participating companies. The Park will focus the synergy and resources of the USM Research Foundation, USM, and the innovative business community.

The purpose of these "Covenants and Restrictions" is to ensure optimal growth and development of the Park and a high quality and aesthetically pleasing development that complements the site's natural beauty. Compliance with these Covenants and Restrictions will result in the development of the Park that will preserve and enhance an environment pleasing to occupants, visitors and neighbors, and be an asset to individual tenants, USM Research Foundation, USM, the Greater Hattiesburg Area and the State of Mississippi. These Covenants and Restrictions set forth minimum criteria to ensure proper and appropriate development and improvement of each site within the Park and to protect the USM Research Foundation, USM and Park tenants from undesirable and improper uses that would detract from the mission of the Park or would depreciate Park's value.

These Covenants and the attached Landscape Standards are binding on all lessees, tenants and owners of buildings within the confines of the Park.

Section 1.20: Scope. These Covenants and Restrictions are intended to equal or exceed those enforced by the relevant governmental agencies. Any conflict between the provisions of these Covenants and Restrictions and any governmental code, ordinance or protective covenant shall always be resolved in favor of the more restrictive governmental code, ordinance or protective covenant. Further, approval by the Park Development Review Board (Article III, Section 3:10 Function) does not constitute approval by other governmental regulatory agencies.

ARTICLE II
PERMITTED USES

Section 2.10: Intent. It is the intent of the provisions of this Article to guide in establishment of a controlled environment in which innovation and commercialization take place.

Section 2.20: Appropriate Park Facilities. Organizations primarily engaged in knowledge-intensive business operations and whose activities complement the mission and strategic focus of the USM Research Foundation are eligible for consideration as occupants of the Park. The following uses are permitted to locate within the Park:

a) Commercial Development. Professional services for the commercialization of innovative new products and services, including but not limited to, laboratories, offices and related facilities access, market research, competitor analysis, intellectual property management, marketing, venture financing, prototyping and piloting.

b) Research and Development. Laboratories, offices and related facilities intended for basic and applied research, development and/or testing of technology-based products and services, conducted by or for any individual, partnership, firm, association, corporation, trust or other form of business or government entity, whether public or private.

c) Low Volume, High Technology Production. Facilities necessary for the production or assembly of products of a technological nature, provided that this production or assembly is supported by on-site research or product development activities of the occupants and production volumes are less than 50 truckloads per year. A truckload being defined as 40,000 net pounds of product or the amount of packaged product which may fit on a standard semi-tractor trailer, whichever is less.

d) Headquarters. Corporate, regional and divisional headquarters of technology-based or knowledge-driven companies and organizations, provided that a direct relationship exists between the occupant's administrative staff and its research and development endeavors, whether such endeavors are located within the Park or elsewhere.

e) Support Organizations. Offices and related facilities of not-for-profit research or educational institutes or organizations performing professional training, research, scientific or engineering support to technology industries. This includes, but is not limited to, accounting firms, legal firms, consulting companies, and environmental service companies performing direct support for technology industries.

f. Conference Center & Training Facilities. Corporate and professional training facilities and/or conference centers, the primary purpose of which is to host activities, meetings and functions of both USM and Park participants.

g. Hotel. A hotel, the primary purpose of which is to serve as lodging for employees, invitees and guests of both USM and Park participants.

h. University Research Facilities. Any USM building or facility necessary for research, the direct support of research or the commercialization of USM intellectual property.

i. Other Facilities. Any other facilities or uses employing high ratios of employees working in the sciences and engineering fields and reasonably related to the intended purposes of USM or the Park, provided these uses are specifically approved by the USM Research Foundation.

No item above should be construed as allowing heavy manufacturing, high volume assembly processes, warehousing or distribution operations to be housed in the Park.

Section 2.30: Excluded Uses. No building or land in the Park shall be used for:

a) Distribution or warehouse operations, except as such operations are incidental to an approved operation.

b) Facilities that could cause an operational nuisance, such as excessive noise, noxious odors or emission of environmentally hazardous effluents or gasses.

c) Any use which is not specifically proscribed in Section 2.20 is excluded.

ARTICLE III
DEVELOPMENT REVIEW BOARD

Section 3.10: Function. The function of the Development Review Board (DRB) is to exercise control over the development of the Park to include its aesthetic qualities, to maintain its conceptual integrity and the permitted uses as outlined in Article II. In accordance with the review procedures described in this section and applying its judgment on the intent of the Master Development Plan, the DRB will review and approve all development proposals. The DRB's purpose is to review all site layout and architectural presentations and approve or disapprove the proposals.

The DRB may retain the services of professional technical advisors in the fields of engineering, architecture, landscape architecture and planning to assist the DRB in evaluating submissions on the basis of design and other technical considerations.

Section 3.20: Board Membership. The DRB shall consist of 5 members. The following shall be standing members of the DRB and may at will designate someone to serve in their stead

a) President, The University of Southern Mississippi

b) President, USM Research Foundation

The President of the University of Southern Mississippi shall appoint three other members to a term not to exceed three years. The appointment may be an employee of a Park tenant or a Lessee of land in the Park.

Section 3.30: No Board Liability. Neither the Institutions of Higher Learning of the State of Mississippi (IHL), USM, the USM Research Foundation, the DRB, nor any member, employee or agent thereof is liable to any tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans or for any other action in connection with their duties. Anyone submitting plans to the DRB for approval, and any person or entity who becomes a tenant, agrees such person or entity will not bring any action in law or equity against any DRB, any member, or any employee or agent of the Park.

Section 3.40 DRB Decisions and Actions. All actions of the DRB except those designated in section 3.20 require a minimum of 3 votes in favor of the action. No decision except those described in section 3.20 may be taken with less than 3 affirmative votes.

ARTICLE IV
DESIGN REVIEW & APPROVAL PROCESS

Section 4.10: Required Plans. All plans, specifications and requests for authority to build, remodel or alter a building or otherwise change the leasehold must be submitted in writing to the DRB for review and approval. No building, sign, landscaping, lighting or other exterior improvements will be placed, erected or altered on any building site without prior written approval from the DRB.

Section 4.20: Access. The USM Research Foundation and inspectors hired by the USM Research Foundation shall have full access to all buildings and sites during all phases of construction.

Section 4.30: Approval Process. Approval will be based upon conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring sites; orientation of main elevations with respect to nearby streets; and conformity of plans and specifications to the intent of these covenants. Improvements or alterations of any site will not commence prior to compliance with review process.

Section 4.40: General Requirements.

a) Prior to any official commitment by a prospective Lessee to lease property within the Park, it shall be the responsibility of the USM Research Foundation Management to present to the prospective Lessee the following:

1. A copy of these Covenants and Restrictions; and

2. Written notification clearly indicating that a full set of the required construction drawings shall be submitted to and approved by the DRB prior to issuance of a building permit or any construction activity being initiated on-site.

b) It shall be the responsibility of the prospective Lessee and its design consultants to include the DRB in the process of the building and site design and construction process to ensure full compliance with these Covenants and Restrictions.

c) It shall be the responsibility of the prospective Lessee or its designated agent to obtain approval from all city and state planning, code administration, environmental and public safety and engineering authorities to ensure that all site plans and construction drawings meet or exceed all applicable regulations.

d) It shall be the responsibility of the DRB to receive and review all required planning and construction documents or all proposed development within the Park and to ensure that all such documents illustrate full compliance with these Covenants and Restrictions.

e) It shall be the responsibility of the DRB to set, coordinate and record all meetings to evaluate each proposal, which meetings will be set only after obtaining full staff review of required planning and construction documents.

f) It shall be the responsibility of the prospective Lessee or its designated agent to ensure that each member of the DRB receives a full set of all required drawings with appropriate governmental approvals a minimum of five (5) working days prior to the meeting of the DRB.

g) It shall be the responsibility of the prospective Lessee and its design consultants to be present at the DRB meeting and to make all presentations necessary to fully inform the DRB of the scope, scale and nature of the intended development.

h) After reviewing the plans and specifications submitted, the DRB shall either: (1) approve the plans and specifications as proposed, (2) approve the plans and specifications conditioned upon specific modifications, or (3) disapprove the plans and specifications recorded reasons therefore. Actions taken by the DRB on submitted plans and

specifications shall be certified in writing and sent to the proposed Lessee, with a copy to be retained in the DRB files.

Section 4.50: Design Review Procedures.

Section 4.51: Pre-Design Conference. Before the design for a proposed development is initiated, the prospective Lessee and its designated design consultants shall meet with the DRB to clarify mutual design objectives, the characteristics of the particular lot and technical issues related to design review procedures. At this meeting, the prospective Lessee will be provided with a preliminary planning survey and plat of the subject parcel. The preliminary planning survey, *which is not intended for construction*, will contain the following information:

a) Property boundaries, including relationship to adjacent land and access roads.

b) General topography within site boundaries, shown at two-foot contour intervals.

c) Locations of existing utilities, easements and other existing improvements or encumbrances on or adjacent to the site.

Section 4.52: Review of Preliminary Plans. The objective of this section is to ensure careful site planning with regard to location and size of building, Parking, open space and access. Prior to submitting Preliminary Plans for approval, the prospective Lessee should submit conceptual and schematic design drawings as outlined in the Master Development Plan for review and comment by the DRB. The Preliminary Plans must be approved by the DRB in writing prior to beginning the final design.

All Preliminary Plans reflecting site work shall be drawn at a scale of not more than fifty feet (50') to an inch. All architectural plans, elevations and sections shall be drawn at a scale of not more than sixteen feet (16') to an inch. Submittal of Preliminary Plans by the prospective Lessee should consist of five sets of drawings, outline specifications, photographs or other materials detailing the lot, site and building information described below. Each drawing shall include the project name, name of consulting firms(s), date (latest revision), scale (where appropriate) and north arrow (where appropriate).

The drawings to be submitted by the applicant must include the following:

a) Site plan showing property lines, setbacks and easements, building location, walkways, Parking and drives, curb cuts, utility locations and connections, drainage, service areas, outdoor storage, mechanical and electrical equipment. Other activity or equipment must be designated which would alter the natural site, including aesthetic screening of storage, trash and equipment areas.

b) Clearing, grading and drainage plans showing all proposed earthwork with existing and proposed contours at one foot (1') intervals, clearing

limits, existing vegetation to be removed, drainage plans and erosion control structures, including the percentage of slope for side slopes and flow lines of proposed drainage swales.

c) Landscape and irrigation plan showing preliminary massing, type of plant material and areas to be irrigated.

d) Floor plans of all proposed buildings clearly indicating the use of each major space within the building, major building dimensions, gross floor and total building area, and finish floor elevations of each floor.

e) Building elevations from all sides at an appropriate scale to indicate the placement and massing of the building(s), major dimensions indicating building height, location of all exterior openings and notation of all exterior building materials colors, textures and finishes.

f) Cross sections of the site at a minimum scale of 1" = 16' in longitudinal and transverse directions, indicating the relationship of the building and site grades to the street, adjacent properties and edges of wooded areas, sufficiently complete and accurate to permit analysis of visual screening, tree protection and landscape architectural design.

g) Signage plans for the major entrance sign and building identification sign, if any, including dimensioned location, materials, lettering, color and informational lighting, and elevations of the prototype for on-site directional signs showing format, letter face and colors. The DRB will provide a model template.

h) Expansion plans identifying initial and ultimate improvements, including buildings, paved areas, grading and landscaping.

i) Environmental impact analysis as it relates to the quality and sustainability of the Park.

The following additional material should also be provided:

a) Calculations for building density, site coverage and Parking, showing the basis for determining Parking spaces.

b) Description of proposed operating characteristics in sufficient detail to identify the extent of noise, odor, glare, vibration, smoke, dust, gases, radiation, hazardous wastes or liquid wastes that may be created.

Section 4.53: Approval of Preliminary Plans. After the DRB has completed review of the Preliminary Plans the prospective Lessee will receive written notification of the DRB's decision and/or comments in accordance with the procedures set forth herein. Approval or rejection of the Preliminary Plans by the DRB will be based upon a review of compliance with the Master Development Plan and these Covenants and Restrictions.

If requested, the DRB will meet with the prospective Lessee and its consultants to discuss the DRB's comments and recommendations. If required by the DRB, the prospective Lessee shall make all necessary modifications and resubmit the Preliminary Plans to the DRB for final review and approval.

Section 4.54: Development and Submittal of Construction Documents. After approval of the Preliminary Plans, prospective Lessee will develop Construction Documents and submit them for approval by the DRB. As the Construction Documents are being developed, the prospective Lessee shall notify the DRB in writing for approval in the event of any changes in the approved design concept, as illustrated in the Preliminary Plans, or changes in the project scope.

Section 4.55: Review and Approval of Construction Documents. Five sets of all Construction Documents will be included in each submission for review. All buildings must be designed by a registered architect and all landscape plans by a registered landscape architect. The architect(s), assisted by registered engineers, are solely responsible for the safety, structural, mechanical, electrical and other systems in the improvements. The DRB does not approve these elements. The Mississippi registration seal of all architects, engineers and/or landscape architects must appear on all documents. The architect must also submit a statement over his/her signature stating that all Contract Documents have been prepared in accordance with all applicable codes, ordinances and regulations related to the project.

The DRB will review the Construction Documents and will notify the prospective Lessee in writing of any comments, in accordance with the Development Approval Procedures herein. Approval or rejection of the Preliminary Plans by the DRB will be based upon a review of compliance with the Master Development Plan and these Covenants and Restrictions.

If requested, the DRB will meet with the prospective Lessee and its consultants to discuss the DRB's comments and recommendations. If required by the DRB, the prospective Lessee shall make all necessary modifications and resubmit the Preliminary Plans to the DRB for final review and approval.

Grading and construction shall not begin prior to written approval from the DRB.

ARTICLE V
CONSTRUCTION PROCEDURES AND REGULATIONS

Section 5.10: Compliance with Codes and Standards. All projects shall be designed and constructed in compliance with the codes, standards, and all applicable laws and regulations of the State of Mississippi and the United States of America. These codes and standards shall include, but not be limited to:

a) National Fire Protection Association (NFPA) Code.

b) American National Standards Institute (ANSI).

c) Building Officials and Code Administrators (BOCA) International Basic Building Code.

d) BOCA Basic Plumbing Code.

e) BOCA Basic Mechanical Code.

f) Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities.

g) National Electrical Code.

h) State codes.

i) U.S. Green Building Council LEEDS certification level silver.

Section 5.20: Construction Regulations. The following regulations shall apply to all excavation, grading and construction work conducted in the Park:

a) Escrow. Prior to commencing construction, the Lessee shall submit a certified or cashier's check in the amount of $10,000 made payable to the USM Research Foundation. These funds will be held in escrow, and will be used for repairs in the event the tenant's contractor or subcontractors damage either the common areas/facilities (e.g., streets, berms, existing utilities, landscaping) or adjacent sites. Upon completion of the work, and upon final inspection and approval by USM Research Foundation officials, all remaining funds in escrow will be refunded to Lessee. Further, the DRB may require an appropriate bond and include a provision for consequential damages or other penalties.

b) Inspections. During construction, Lessee will allow full access to the construction site by the USM Research Foundation or its agents for the purpose of assuring that the facility is being constructed in accordance with approved plans. Periodic inspections will be made by USM Research Foundation officials or agents, and notification of deficiencies will be sent to the Lessee. The Lessee will be given a reasonable time to remedy any deficiencies. Should the Lessee fail to remedy any deficiencies, the USM Research Foundation shall have the right to correct any deficiencies and deduct any costs from the escrow funds.

c) Explosives. The use of explosives in the Park for any purpose is prohibited, without the expressed, written permission from the USM

c) Explosives. The use of explosives in the Park for any purpose is prohibited, without the expressed, written permission from the USM Research Foundation. If permitted, explosives shall only be used by licensed personnel to ensure that adjoining buildings or structures are not damaged as a result of utilizing the explosives. Any person using explosives will inform adjacent occupants within the blasting area of their intended use and time of explosion.

d) Runoff and Siltation. Lessee will grade the site to direct runoff to the storm drainage system. Lessee will maintain siltation control devices along the roads and streets.

e) Construction Parking. All construction Parking must remain on the site under construction. Lessee will maintain adequate on-site construction Parking and, where feasible, located away from view of primary streets. In no instance will Parking be permitted off-site or on the street without prior written approval of the USM Research Foundation.

f) Construction Traffic. Lessee must regulate construction traffic to minimize disruptions to the general public and adjacent neighborhoods.

g) Worksite Maintenance. Lessee will maintain a clean worksite, including maintenance of the access roads leading to the site, legally dispose of waste generated by the construction process, provide proper trash containment vessels and will not allow accumulation of waste on the site. Appropriate cleanup should be performed daily to prevent accumulation and spreading of trash and debris.

h) Street Maintenance. During all stages of construction, especially grading, Lessee must maintain the cleanliness of the main road. It will be expected that at least once per week a thorough cleaning of the road be performed either by washing or broom cleaning, and that at least once per month a power sweeping of the road be completed. During the grading phase, the Lessee must clean the road at the completion of each work day.

i) Temporary Structures. Lessee must maintain temporary structures, portable buildings and other related facilities in good repair, arranged in a compact and organized manner on the construction site and unobtrusive to the street or adjacent properties. All temporary structures shall be removed upon completion of construction activity and prior to building occupancy.

Section 5.30: Construction Progress. Once commenced, construction must be diligently pursued to completion. Such construction may not be left in a partially finished condition any longer than is reasonably necessary. No excavation can be made except in conjunction with construction of an improvement. When an improvement is completed, all exposed excavations will be back-filled, graded and the site returned to its natural state or in compliance with the approved landscape plan.

Section 5.40: Latent or Concealed Conditions. If in the performance of a contract, subsurface, latent or concealed conditions at the site are found to be materially different from those indicated by the Construction Drawings or different from any other plans or documents provided to the DRB, or if unknown conditions of an unusual nature are discovered differing materially from the conditions usually inherent in work of the character shown and specified, the Architect/Engineer and the Lessee shall notify the USM Research Foundation in writing of such conditions. Upon such notice, or upon observation of such condition, the Architect/Engineer, with the written approval of the Lessee and the USM Research Foundation, will make such changes promptly in the Construction Drawings necessary to conform to the different conditions and shall submit the revised Construction Drawings to the DRB. In no case will USM, the USM Research Foundation, or any of their employees or agents be liable for any additional cost due to such conditions.

Section 5.50: Record Drawings. Lessee must ensure the drawings are revised upon completion of the work to show changes in the construction indicated by the Contractor on the "Record Prints" kept at the project's site. The Lessee will deliver to the USM Research Foundation the original or reproducible film positive copies, corrected to be "Record Drawings" made from the Contractor's "Record Prints" and one additional set of reproducible film positive copies of these drawings and one (1) set of specifications. Paper sepia is not acceptable. Lessee will provide one copy of all drawings in Microstation "DGN" or Autocad "DWG" digital format.

Section 5.60: Certificate of Compliance. Prior to the issuance of a Certificate of Compliance, the USM Research Foundation will require a certified copy of the Architect's Final Inspection List of items to be completed or corrected. Upon final inspections and approvals by the DRB or its designee, and all appropriate governmental entities, the USM Research Foundation will issue a Certificate of Compliance. No building shall be occupied without a Certificate of Compliance.

ARTICLE VI
DEVELOPMENT DESIGN STANDARDS

Section 6.10: Intent. It is the intent of the provisions in this article to develop a Park with a relatively low building density within a spacious Park-like setting. All development shall comply with the City of Hattiesburg zoning ordinances and regulations. Where the requirements of these Covenants and Restrictions exceed those of the relevant zoning ordinances, these Covenants and Restrictions shall govern.

Section 6.20: Total Lot Area. Total gross square feet of tenant site within lot lease boundaries.

Section 6.30: Floor Area. The aggregate gross square feet of floor space located entirely within a major building and/or accessory building.

Section 6.40: Maximum Floor Area. The density of development will be subject to design review by the DRB. It will be evaluated with the objective of creating a campus-like environment. The total aggregate gross floor area (all floors) of all buildings and/or accessory buildings shall not exceed thirty percent (30%) of the total lot area.

Section 6.41: Building height. Buildings shall have a minimum of three (3) floors or equivalent height from high dock bay areas. Maximum heights may be set by the DRB.

Section 6.50: Minimum Open Space and Landscaped Areas. The amount of undeveloped open space and developed landscaped areas will be subject to design review by the DRB. It will be evaluated with the objective of creating a campus-like environment. No more than seventy percent (70%) of the total lot area on a site may be covered with surface Parking lots, buildings, access drives or loading spaces.

Section 6.60: Minimum Lot Size. The minimum lot size is three acres.

Section 6.70: Setbacks. Unless otherwise specified in these standards, no structure of any kind and no part thereof, or any paved area except access drives and sidewalks, may be sited within the setback lines described below. Dimensions are from the legal lot line as illustrated on the property plat. The DRG retains the right to waive certain setback requirements where appropriate and necessary.

Section 6.71: Front Setbacks. A building or structure must be set back a minimum of eighty feet (80') from the front property line or a minimum of one hundred feet (100') from a public street, whichever is greater. Parking areas and drives shall be set back a minimum of fifteen feet (15') from the front property line.

Section 6.72: Side Setbacks. A building or structure must be set back a minimum of fifty feet (50') from the property line of the adjacent lot. Parking areas and drives shall be set back a minimum of fifteen feet (15') from the property line of the adjacent lot.

Section 6.73: Rear Setbacks. A building or structure must be set back a minimum of fifty feet (50') from the property line of the adjacent lot. Parking areas and drives shall be set back a minimum of fifteen feet (15') from the property line of the adjacent lot.

Section 6.74: Exceptions. The following improvements are expressly excluded from these setback restrictions:

a) Steps, walks and driveway access to site.

b) Landscaping, including landscaped earthen berms.

c) Planters not to exceed four (4) feet in height or two (2) feet in height where they may interfere with visual safety at site access points.

d) Illumination (not including floodlights for buildings).

e) Identification graphics.

Section 6.75: Easements. For the purpose of utility placement and repair, the setbacks as listed constitute utility easements.

ARTICLE VII
BUILDING DESIGN AND CONSTRUCTION

Section 7.10: Intent. The intent of this article is to produce an orderly and aesthetically pleasing environment that is compatible with the natural aspects of the PARK. The aesthetic appearance of the exterior of the buildings and other structures is of paramount concern to the DRB; therefore, building design will weigh heavily in the DRB's decision to either accept or reject a proposed design.

Architectural designs will be evaluated in terms of the sensitive integration of form, textures and colors with the particular landscape and topographical character of each site and adjacent sites. Innovative architectural designs which harmonize with the environment and express individuality are encouraged.

Since a mix of building types may be deemed an advantage to the aesthetic quality of the Park, approval of one building style on one site will not be binding on the DRB with respect to approval of another building of like architectural characters. The DRB shall be the sole and final judge of the acceptability of design for the Park.

Section 7.20: Materials. To maintain a high standard of construction and appearance, the exterior walls of each building are to be constructed of durable, permanent, non-combustible materials. Innovative quality materials are encouraged, however, such use is subject to DRB approval.

Section 7.40: Screening of Mechanical or Electrical Equipment.

a) Major systems requiring large components (e.g., air-conditioning, storage tanks, etc.) should be located in mechanical rooms within the buildings. Alternatives, including those required to meet mandated health and safety standards, might include an exterior location, with height limited to a maximum eight feet (8') overall above grade, with screening on all sides, or be fully recessed into roof wells, with allowance for future equipment. Surface-mounted roof equipment should not be considered unless fully screened with low profile material completely integral with the overall architectural design of the building.

b) Vertical roof projections, such as vents, stacks or roof-mounted equipment, must be organized and screened in a manner integral to the architectural form of the building.

c) Treatment of all screening walls and service areas shall be compatible with the architecture of the building and shall be constructed with materials identical to or compatible with that of the building.

d) Chain link, wood and/or perimeter fencing will not be permitted on individual sites within the Park.

e) Dense, mature landscape material may be used for screening in certain areas as defined in the Landscape Standards contained herein.

Section 7.50: Disabled Access. All site improvements must be fully accessible to the handicapped in accordance with ADA Guidelines for new buildings.

Section 7.60: Expansion. All controls delineated in these covenants refer to ultimate development of any site. All site plans must identify initial and ultimate improvements including buildings, paving, grading, landscaping and signage.

ARTICLE VIII
UTILITIES

Section 8.10: Underground Utilities. Water, sanitary sewer, gas, electric and telecommunications service between the point of connection and the building shall be located underground. The Lessee shall be responsible for contracting with all utilities and shall be responsible for all connection and installation fees and costs.

Lessee shall be responsible for prompt and proper repair of damages to utilities or to Park infrastructure caused by tenant's contractors and for all work associated with the relocation or alteration of any portion of the existing Park infrastructure.

Section 8.20: Electric Service. Electric service will be provided in accordance with the following:

a) The Lessee is required to install electric service underground from the Park's main line to the building(s). Lessee is responsible for all costs of equipment and installation required to provide electrical service to the building, to include but not limited to; connection to the Park main line; metering equipment, required transformers and ducting.

b) The Lessee will connect to the main service line at points acceptable to the USM Research Foundation in writing. No cutting, opening or alteration of Park's roadways will be permitted for this purpose.

c) The Lessee is responsible for determining particular needs and furnishing and installing transformer(s).

d) Above-ground electrical equipment, including transformers and terminal equipment must not be visible from any street or adjacent tenant lot.

e) Electrical service meters will be provided by Lessee and easily accessible for reading.

f) Each Lessee must regularly maintain transformer(s) owned by tenant to ensure safe, efficient and proper operation.

Section 8.30: Telecommunications. To ensure future expansion of telecommunications service, the Lessee will provide telecommunications ducting into the building as follows:

a) Entrance Conduits.

1. Location and routing of conduit will be determined through coordinating with the AT&T building industry consultant based on location of the feeder facilities.

2. All conduits must be equipped with pull strings.

3. All bends must be large radius sweeping bends.

4. Conduit must be buried to a minimum depth of 24".

5. If the communications conduit shares a trench with power, they must be separated by at least 12" of solid earth.

b) Terminal Closets.

1. Ensure adequate terminal closet for each building within the Development.

2. Minimum size is 8'-0" wide x 7'-0" tall x 3'-0" deep.

3. Closets must be accessible from the exterior of the building or from a common interior space.

4. Two 4-plex 110v AC power outlets must be provided.

c) Bonding and Grounding.

1. Provide a solid #6 AWG ground wire connected to the multiground neutral (M.G.N.) no more than 20' away.

2. If the M.G.N. is more than 20' in distance from the terminal closet, a 25 ohm or less ground is required within 20' of the terminal

closet. In addition, a #6 AWG solid copper bonding wire must be run between this ground, all others and the M.G.N.

Section 8.40: Natural Gas Service. Natural gas service will be provided via connections at Lessee expense. Connections will be at points approved in writing by the USM Research Foundation.

ARTICLE IX
SITE GRADING AND DRAINAGE

Section 9.10: Intent. It is the intent of this article to establish controls for the grading and drainage of lots within the Park for the mutual benefit of the Park and individual tenants. In general, site grading must be kept to a minimum. Drainage must be designed to minimize erosion and any adverse effects on the environment. On-site storm water drainage and detention plans will be subject to design review and must be approved by the DRB.

Section 9.20: Effect on Adjacent Tracts. Each lot must be drained without runoff draining onto another lot. All runoff must drain into the Park's storm water system by methods specified in subsequent sections of this article.

Section 9.21: Development of Watershed. During design each Lessee must take into consideration and compensate for ultimate development of the watershed upstream of proposed development to ensure proper drainage is maintained. Upstream runoff must be calculated in accordance with Mississippi Highway Department Standards and storm lines sized to carry the calculated flow.

Section 9.22: Lot Grading and Erosion Control. The plan for lot grading and erosion control should take into consideration the following criteria:

a) Grades, berms, channels and swales should be an integral part of the grading and paving design.

b) Sediment-control provisions shall be incorporated in the planning or preliminary engineering stage of all projects. These erosion and siltation-control measures must be approved and in place before construction can begin.

c) In all cases, the smallest practical area of land should be exposed at any one time during development or construction, and exposed soil should be stabilized at the earliest possible date.

d) Where fill is necessary to attain the approved finish grade of any lot in the Park, it shall be clean and free of organic or other deleterious materials.

e) All topsoil and structural fill shall be stockpiled and maintained on-site. Stockpiling will not be allowed on other sites or public ways within the Park.

Section 9.30: Storm Water Discharge. Storm water must be collected on-site into tenant's underground storm drain system and discharged into the Park storm water system by one of the following methods:

a) By connection of a storm drain to the back of a curbside storm sewer inlet or to a storm sewer stub-out. All such connections will be at points acceptable to the DRB.

b) By construction of an approved outfall pipe to an existing ravine in the Park. Requests for permission to construct such outfall pipes will be submitted in writing to the DRB as part of the Preliminary Design and address the aesthetic and environmental aspects of the outfall as well as engineering and construction information.

Section 9.31: Storm Drains and Appurtenances. All elements of the underground storm drainage system will be designed and constructed in accordance with established design criteria, materials and construction standards. If other than automobile Parking is required on site, the DRB reserves the right to require appropriate oil and grease traps. Traps will be built, maintained and emptied at Lessee expense.

Section 9.40: Landscaped Areas. Landscaped areas adjacent to Park streets or existing ravines may drain by sheet flow to the adjacent street or ravine.

Section 9.50: Roof Drains. All structures must be equipped with interior roof drains and downspouts. Downspouts will be connected to the underground storm drain system via underground pipes. No downspout water is permitted to be deposited onto landscaped areas or open ditches.

Section 9.60: Building and Floor Drains. Building and floor drains may not be connected to the underground storm drain system. Such drains must be connected by underground piping to the sanitary sewer within the lot boundaries.

Section 9.70: Drainage During Construction. Lessee must take special care to minimize the adverse effects of construction on adjacent Lessee sites and on Park streets and ravines. Specifically, Lessee will take action to prevent sedimentation of adjacent ravines and must promptly remove sedimentation and clean up any mud or other debris or residue deposited on Park grounds or streets during construction. The Lessee and its agents will comply with designated points and routes of access and egress used during construction as identified on construction documents to minimize adverse effects on property and adjacent tenant sites.

ARTICLE X
LANDSCAPING AND GROUNDS MAINTENANCE

Section 10.10: Intent. It is the intent of this article to recognize, utilize and supplement the existing landscape resources by retaining the character of the native woodlands and wetlands. It is the further intent to provide a landscape image of continuity and diversity by providing color and textural variety.

Landscaping shall be used to enhance the architecture of the buildings, to provide windbreaks or shade, to create pleasant pedestrian areas and to soften and break up Parking and other paved areas.

Section 10.15: Landscape Plans. Detailed landscape and irrigation plans, prepared by a registered landscape architect, must be submitted to and approved by the Board prior to issuance of a letter of approval. Such improvements must be installed prior to issuance of a Certificate of Compliance.

Section 10.20: Landscape Types. The landscape in the Park is divided into two major categories: "Native Vegetation" and "Introduced Landscape Elements." "Native Vegetation" includes all plant materials and earthforms indigenous to the Park. "Introduced Landscape Elements" includes all plant materials and earthforms which are introduced to the Park.

Section 10.21: Native Vegetation. The landscape treatments must be applied to the various existing types of landscape:

a) Heavily Wooded. All elements remain in their natural state creating a continuous landscape screen/barrier from ground to canopy. This type of vegetation can be used as an effective screen and must remain in all undeveloped areas.

b) Moderately Wooded. Where the midgrowth of the native woods is of poor quality, selective removal of midgrowth and careful pruning of canopy allows visual penetration through the natural vegetation.

c) Native Vegetation Preservation. A premium will be placed upon preservation of natural vegetative cover. It is desirable to preserve the intrinsic environmental values and continuity of existing mature native tree cover wherever possible. It is understood that some clearing will occur for development construction purposes; however, the layout of building types and settings shall minimize the need for clearing. Disturbance of existing vegetation during construction should be limited to the immediate construction area to minimize erosion, destruction of wildlife habitat, or damage to existing trees, shrubs, and ground cover. Wherever possible, the native vegetation should be preserved in groves rather than in linear forms. Adequate buffer strips must be applied during construction to prevent damage to all trees. Buffers must be a minimum of 15 feet and identified by a temporary fence to prohibit encroachment of building construction activities. Buffers may be deleted to accommodate paving only after completion of all building construction activities. Modification to soil make-up, drainage or root structure of preserved native vegetation must be avoided.

d) Transition Zone. Where introduced landscape elements meet native vegetation, a sensitive transition zone of sufficient size must occur.

Section 10.22: Introduced Landscape Elements. All open, unpaved space, including but not limited to front, side and rear setback areas, will be planted and landscaped according to a plan approved in writing by the DRB.

Landscaping in accordance with the approved plans must be installed prior to the occupancy of a building.

Landscaping must provide an attractive transition to the natural landscape features of the site. Landscape elements shall relate to architectural design elements, reflecting the physical, functional and aesthetic qualities of the site. New vegetation and physical development may include:

a) Landscaped Earthen Berms. Earthen Berms can be used as an effective screening element where the native vegetation is not of sufficient density to provide adequate screening. Berms must be landscaped and contoured for a natural look with varying slopes and heights--Maximum slope is 6:1, desired slopes are 12:1 and greater. Access to utility lines will be preserved in the design and construction of the berms.

b) Trees. Newly planted trees can either be of native variety to blend with the existing vegetation system or of an introduced, decorative variety.

c) Ground Cover. All sites must contain ground cover consisting of adaptive grasses, wildflowers, and/or other plant material in accordance with established landscape standards.

d) Sidewalks. Sidewalks will be used to interconnect to the Park sidewalk system and as much as possible to adjoining occupied tenant sites to create an interior sidewalk network.

Section 10.30: Landscape Applications. The following additional design principles shall guide landscaping and preservation of native vegetation:

a) Heavily Wooded. To remain on all undeveloped property to be used to screen objectionable uses from view.

b) Moderately Wooded. Removal of midgrowth and pruning of canopy trees may occur where views to the site or identification graphics are desired.

c) Damaged Native Vegetation. Where the native vegetation is damaged or of poor quality and immediate screening is required, landscaped earthen berms with decorative trees and ground cover may be substituted for the native woods. In all other cases where native vegetation is damaged due to development, or is of poor quality, it must be replaced using new, healthy plantings of the same variety or those found in the established landscape standards.

d) Planting Setbacks. Planting within the setbacks must comply with a landscape plan approved by the DRB.

e) Within Street ROW/Setback. The transition from the plantings within setback areas to the planting within a public street ROW must be carefully designed to interface harmoniously.

f) Within Parking Areas. All required medians and islands within Parking areas are to be planted with ground covers, shrubs, grasses and trees from the established landscape standards list of approved plants.

g) Within Drainage Easement. The native vegetation is to be preserved within all drainage easements except that portion of the channel to be used for water conveyance wherein all vegetation will be removed if it obstructs or retards the desired flow of water. Adequate ground cover plantings to prevent soil erosion must be used to supplement native vegetation.

Section 10.40: Irrigation. All landscaped areas must be irrigated as specified in the established landscape standards.

a) Site Irrigation. Individual sites will coordinate their irrigation schedule and pattern to complement the Park Irrigation System. Each building site will maintain and control its own irrigation system.

b) Irrigation Expense. Installation and maintenance of all irrigation components on the tenant sites and associated street frontages will be paid by the Lessee.

c) Backflow Prevention. Lessee must install a backflow prevention device approved by the DRB within the tenant property line.

Section 10.50: Grading and Trenching.

Near Existing Trees. No cutting, filling or trenching will occur within the drip line of any existing trees. Existing trees must be protected from construction activities as specified in the established landscape standards. Landscape features will be returned to original conditions after construction.

Landscape Areas. Site grading will be in compliance with Article IX.

Section 10.60: Fencing. The placement of all fences and the design and materials utilized are subject to the approval of the DRB. At no time will any Lessee utilize an open mesh chain link fence. Where fencing is attached to a building it will be of compatible material.

Section 10.70: Maintenance. All landscaping must be properly maintained by Lessee in accordance with prudent maintenance standards developed and published by the DRB. Periodic inspections will be made by the USM Research Foundation and reports submitted to Lessee with regard to the condition of maintenance. If suggestions for improvements are made which are in the realm of the maintenance standards, the work will be corrected by the Lessee within 10 business days of receipt of the report.

Section 10.80: Miscellaneous. Leased property held for future development must be properly maintained by the Lessee. Lessees are encouraged to preserve specimen trees and seldom found plants. Procedures during construction

related to protecting the environment will be as outlined in the established landscape standards.

ARTICLE XI
PARKING, LOADING AND OUTDOOR STORAGE

Section 11.10: Intent. The intent of this article is to provide guidelines for the management of the flow of vehicular traffic and outdoor storage in a manner that maintains natural area aesthetics and the safety of the Park's tenants.

Section 11.20: Location of Parking Areas. Parking will not be permitted on any public street or access drive. Parking will not be located within any required setback. Each site shall provide adequate off-street Parking for employees, visitors and company vehicles. Parking areas typically should be located at the sides or rear of the building. However, where necessary, Parking may be allowed in front of the building in accordance with the setback requirements, if landscaping provisions are made to screen Parking from view from the street. Service areas should be located at the rear or side of a building and should allow for easy access, wile minimizing travel through Parking areas or access drives.

Section 11.21: Screening. All Parking areas and driveways must be visually screened from view from adjacent property, street or public way by use of landscape planting, earth berms, or designs combining these elements (See established landscape standards).

Section 11.22: Parking Layout. Parking areas must be designed and landscaped to break up the monotony of a single, large paved area. No contiguous open Parking area will exceed on-half acre without being subdivided with islands containing trees or other landscape materials, using a minimum ration of one 180 square foot planting area per 20 Parking places. All Parking areas will be designed and landscaped to include a 15 foot minimum width landscaping median running the length of the aisle for every three contiguous double-loaded Parking aisles and a ten foot minimum width landscaped island space for every 20 Parking spaces. Parking area aisles will not normally exceed 40 cars in a row.

The following additional criteria should be applied to the layout of Parking areas:

a) All Parking areas and driveways must be paved with concrete, asphalt, brick or other approved materials, have a concrete curb and gutter, and be properly marked. The top of curbs shall be at natural grade.

b) No Parking will be permitted closer than twenty (20) feet to a building.

c) Lighting of Parking and walkways is to be done in a manner such that there is minimal glare. Indirect methods of illumination that highlight the structures and landscape elements, such as uplighting or

downlighting of trees, light washes across building facades and indirect source luminaries, are recommended.

d) Roadways accessing Parking areas should be separated from internal drives and Parking lots using landscaped areas, raised walls, or other visual dividers.

e) Adequate loading, trash storage and maneuvering areas will be provided for each building and separated from the Parking areas with appropriate screening or planting.

f) The suggested Parking module is at least 180 square-feet per space (10' x 18' *or* 9' x 20'), with twenty-four foot (24') aisles for a 90-degree system. An equivalent layout as appropriate to site conditions and landscaping concept may be acceptable.

g) The number of access drives per building is subject to design review, with the intent to minimize the number of drives provided.

h) Disabled Parking shall be located as near to the main building entrance as possible. The number and width of disabled Parking spaces should meet the ADA Accessibility Guidelines for cars and vans.

Section 11.23: Parking Ratios. The number of acceptable Parking spaces and loading spaces per building will be approved by the DRB on an individual basis. All Parking, loading and unloading areas must be sufficient to serve the activities being conducted on the parcel. If Parking requirements increase as a result of a change in use or in number of employees, additional off-street Parking shall be provided to satisfy the intent of this section.

Lessee Parking requirements are based on the standard of 3.8 Parking spaces per 1000 gross square feet of building. Variances to these Parking standards may be granted by the DRB if Lessee can demonstrate the need for fewer Parking spaces than required. If a variance is granted on Parking space requirements, space will be identified on the final design plan showing space reserved to meet full Parking requirement.

Section 11.30: Drives. No driveway approach is permitted within 100 feet (curb to curb) of a street intersection. One curb cut may be allowed for every 150 feet of street pavement frontage, but located no closer than 120 feet from an adjacent curb cut. A minimum number of curb cuts is encouraged and all curb cuts are subject to DRB approval.

Driveway width is a minimum of 22 feet and a maximum of 30 feet with a minimum curb turn radius of 30 feet.

Landscape treatment and ground mounted signs at driveway and street intersections will not interfere with traffic safety sight lines.

Section 11.40: Loading Facilities. Loading docks and other loading facilities will not be permitted to face any street. Provisions must be made for handling all

freight on those sides of a building which do not face a street. Written exceptions concerning the placement of freight facilities may be permitted by the DRB in those cases where two or more sides of a building site face a street. All loading docks and garbage collection facilities must be screened from public view in a manner approved by the DRB.

Section 11.50: Outside Storage. No Lessee has the right to keep articles, goods, materials, incinerators, trash bins, and storage tanks or like equipment in the open, exposed to public view or in view from adjacent buildings, except at locations, to the extent and in the manner approved by the DRB. If it is necessary to store or keep such materials or equipment in the open, such items must be screened from view in a manner approved by the DRB. Screening must be to a height at least equal to that of the materials or equipment being stored but in no event less than six feet in height and this screening must fully shield the materials and equipment from both public view and view from adjacent buildings.

All storage is limited to the rear two-thirds of any building site and under no circumstances may any material or equipment be stored within 50 feet of any street, except at locations, to the extent and in the manner approved by the DRB.

ARTICLE XII
SIGNAGE

Section 12.10: Intent. It is the intent of the provisions of this article to encourage attractive signage, lighting and visual media which aid in the orientation and/or identification of uses and activities. These provisions further intend to enhance a Park-like environment by controlling the number, placement and size of signs while allowing design flexibility. All exterior signs will be subject to design review and must be designed in keeping with the architectural character of the Park.

Section 12.11: Definition. A sign is defined as lettering, symbols or other graphic display used to identify or advertise an event, location or business. This includes the supporting structure and devices used to display the sign.

Section 12.12: Sign Area. Identification signs will have a maximum area of 64 square feet. Maximum height of ground-mounted signs is five feet from the natural ground plane on which it is mounted. If a graphic is enclosed by a box or outline, or if the background differs from the wall on which it is mounted, the total area of the graphic, including the background is counted as the allowable area. If a graphic consists of individual letters, the area of the letters contained by a simple geometric outline is counted as the allowable area.

Section 12.13: Sign Illumination. Signs must be illuminated by a steady, stationary, shielded light source, directed solely at the sign or internal to it, without causing glare for motorists, pedestrians or neighboring premises. Illuminated signs, including neon signs, may produce up to one foot-candle of illumination four feet from the sign.

Section 12.14: Copy Wording. To minimize confusion of messages, certain copy wording has been standardized. (See established landscape standards)

Section 12.20: Facility Identification Sign. Each site may have one identification sign, oriented to each street on which the premises has frontage identifying the building as a whole and/or its predominant use. For all buildings the street address (number only) must be legible from the street on which its address is based. The facility identification sign shall not interfere with the sight line requirements at the street or driveway intersection.

Section12.30: Building Identification Sign. One building identification sign may be placed adjacent to the principal entrance to the building. Building identification signs may be attached to the building or ground mounted with the following restrictions:

a) Building-mounted. Installed parallel to and contiguous with the building wall and not project more than 12 inches from the wall surface. No sign can project above the building roof line.

b) Ground-mounted. Ground mounted signs must be set back from the front lot line a minimum distance of 20 feet and be no less than 150 feet from major street intersections. Ground-mounted signs must be anchored to ensure they maintain structural integrity.

c) Location. Location of ground mounted signs must be sensitive to and compatible with the landscape system within the Park.

Section 12.40: Directional, Traffic and Parking Signs. Signs indicating loading or delivery areas, employment office, various building entries, Parking lots, etc., will be reviewed by the DRB with the intent that the signs will be restricted to the minimum necessary and will be visually unobtrusive. Signs shall not exceed eight square feet in size nor employ lettering larger than eight inches in height. The design of these signs must be in compliance with the established landscape standards.

The graphics/signage systems must incorporate graphic representations from the Department of Transportation's study, Symbol Signs 2, prepared by the Institute of Graphic Arts in 1979. Traffic control signs will conform to Mississippi Highway Department Standards.

Section 12.50: Temporary Construction Signs. During construction one thirty two (32) square foot unlighted sign is permitted. It shall not be more than eight (8) feet above ground level. It will contain the name of the project, a short description, the owner, contractor, architect, engineer, financing information and completion date. (See the established landscape standards for detailed guidelines). Temporary signs must be removed within 14 business days after substantial completion as determined by the USM Research Foundation. No vegetation may be disturbed or removed solely for display of any sign or signs.

Section 12.60: For Lease Signs. Each building may have one "For Lease" sign of the same dimensions as the "Temporary" sign. It may remain in place until the building is 80 percent leased.

Section 12.70: Prohibited Devices: Signs that make noise or contain moving devices or lighting, banners, blinking, flashing, strobe lights or exposed fluorescent lamps are prohibited. Colored lights and illuminated signs employing the same colors used in traffic signal lights are prohibited within 500 feet of any intersection. Any imitation of official traffic signs or signals is prohibited.

Section 12.80: Sign Review. All signs must be approved by the DRB prior to construction.

ARTICLE XIII
EXTERIOR LIGHTING

Section 13.10: Intent. It is the intent of the following provision to ensure Park tenants provide exterior lighting for the safety of Park users and to complement the natural setting and architectural improvements in the Park. Site lighting should create safe lighting conditions for visibility, accent important elements of the building and landscape and create clear visual night time order to the sited, and distinguish between various site uses such as roads, Parking, walkways, recreation spaces, etc.

Section 13.20: Type of Lighting. Color corrected lighting shall be used in all exterior lighting. Acceptable lamps include metal halide, high pressure sodium or incandescent. Pole mounted lighting for Parking, drive, walkways and public areas shall be restricted to the use of metal halide lamps only.

Section 13.30: Minimum Lighting Requirements. The minimum light levels accepted, in foot-candles (FC) are:

a)	Building entrances	5 FC
b)	Collector roads/drives	1 FC
c)	Walks	1 FC
d)	Parking areas	0.5 FC

Section 13.40: Exterior Lighting Standards. Exterior lighting will be provided to meet the following standards:

a) All exterior conduit and wiring, including but not limited to driveway, walkway, area, Parking and decorative lighting must be underground.

b) All light fixtures will be oriented such that glare directed onto adjacent properties and streets is minimized.

c) Light standards are restricted to a maximum height of 40 feet.

d) All lighting installations must conform to the latest edition of the National Fire Protection Association Electrical Code.

e) Each Lessee will maintain all light fixtures in proper operating condition.

f) Parking and driveway lights must be of a style and color consistent with that specified in the established landscape standards.

ARTICLE XIV
WATER, SEWERAGE, AND SOLID WASTE

Section 14.10: Intent. It is the intent of the following provisions to establish controls governing the installation of tenant water and sewer systems and the collection and disposal of solid waste.

Section 14.20: Location of Utility Lines. Whenever possible, water and sewer service lines must be located adjacent to access drives to minimize disruption of landscaping during the installation and maintenance of such lines.

Section 14.30: Water Service. Water service will be provided via connections to the Park water distribution system. Tenant will provide to the DRB, as part of final design, the daily anticipated water consumption. Connections, to include required material and meter vaults, will be constructed at the Lessee expense and will normally be limited to one connection per tenant for normal uses including Lessee's irrigation uses and one optional connection for fire protection purposes. Connection will be made as follows:

a) Meters will be installed on all connections for normal use. Meters will be installed in below ground meter vaults. Meter vaults will be located on Lessee property inside the property line immediately downstream of the connection to the Park system. Lessee s must provide access of Park personnel to tenant meters at all times.

b) Connections made solely for fire protection purposes will not be metered.

c) All connections to the Park water distribution system must be made at locations acceptable to the USM Research Foundation in writing.

Section 14.40: Wastewater Disposal. Wastewater generated on tenant sites will be pretreated if necessary then discharged into the Park wastewater collection system. Connections will be constructed at tenant expense and will normally be limited to one connection per Lessee at locations acceptable to the USM Research Foundation.

The delivery of all wastewater discharges will be at a reasonably uniform rate except where storage is necessary in the pretreatment operations of the generator.

The following pollutants may not be discharged to the sanitary sewer system:

a) No wastewater from storm water runoff, downspout or roof runoff, yard sprinklers, subsurface drainage, fountains, or pools can be discharged into the sanitary sewer system. Floor drains from mechanical rooms can be connected to the sanitary sewer system.

b) Pollutants which create a fire or explosion hazard.

c) Solid or viscous pollutants in amounts which will cause obstruction to the flow in sewers, or other interference with the operation of the sewer system.

d) Any pollutant, including oxygen demanding pollutants (B.O.D., etc.), released in a discharge of such volume or strength as to cause interference with the sewer system.

The Lessee must submit to the DRB with its Preliminary Design plan a list of pollutants expected to be present in the wastewater and the expected range of concentrations for each pollutant. In developing this list, the tenant must consider the toxic pollutants identified in 40CFR 403, Appendix B and the industrial categories in Appendix C and also include the following conventional pollutants:

Biochemical Oxygen Demand (BOD)
Chemical Oxygen Demand (COD)
Total Suspended Solids (TSS)
pH
Oil and grease
Total Kjeldahl Nitrogen (TKN)
Total Phosphorus

After review of the list provided by the tenants, the DRB may require further study of the characteristics of the wastewater by a Registered Professional Engineer (RPE) to determine the potential effect on the sewer system. The study may include laboratory toxicity or treatability analyses as required by the DRB. The studies will be funded by the Lessee and be performed by an RPE designated by the DRB.

Lessee s will be required to provide and operate pretreatment facilities if wastewater discharges do not meet the above standards.

Sampling wells may be required by the DRB to be constructed on Lessee property at tenant expense inside the property line immediately upstream from the connection to the Park sanitary system. Lessees shall ensure access of Park personnel to the sampling wells at all times.

All connections to the Park wastewater collection system will be made at locations acceptable in writing to the USM Research Foundation.

Section 14.50: Solid Waste. All solid waste will be collected, stored and disposed of in accordance with appropriate laws, rules and regulations of the State of Mississippi.

a) Solid waste will not be disposed of within the Park.

b) Common refuse will be collected on site and placed in dumpsters for removal. Removal or emptying of dumpsters is at tenant expense by a private contractor approved in writing by the USM Research Foundation. Tenants must ensure the dumpster areas are kept clean, sanitary, and free of loose refuse. Dumpsters must be located and screened as approved on the Final Design Plans.

c) Hazardous wastes must be stored on site in approved storage files and disposed of at Lessee expense in accordance with the laws, rules and regulations of the United States and the State of Mississippi.

ARTICLE XV
ENVIRONMENTAL AND OTHER EXTERNALITIES

Section 15.10: Electromagnetic Emissions. The Lessee shall not operate any device that will cause electromagnetic interference with other Park Lessees' communication systems.

Section 15.20: Nuisance Factors and Hazards. In order to protect the interests of all tenants, no operation may be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust or gases. Precautions should be taken in all operations against radiation, radioactivity, fire and explosion hazards. Acceptable limits and standards may be established in writing by the USM Research Foundation. These standards will be at a minimum to meet the requirements of Federal, State and local laws and any regulations thereunder applicable to the property.

ARTICLE XVI
MAINTENANCE AGREEMENTS

Section 16.10: Maintenance Agreements. In order to ensure that the high quality of development planned for the Park is achieved, the DRB or its designee retains the following rights:

a) The DRB shall have the right to maintain all designated common areas and roadways, and, for this purpose, to enter into contracts for maintenance and replacement of landscaping and the repair of improvements within the common areas.

b) The DRB shall have the right to enter into contracts for trash collection, fire protection, security, and other services that it deems beneficial to all tenants in the development.

c) The DRB shall bill to each Lessee a pro-rata share of the cost of such services described above plus an administrative service fee of fifteen percent (15%) of the amount billed to offset the cost incurred in negotiating and administering these service contracts.

d) Each Lessee may contract with the DRB's service contractor(s) for landscape and other maintenance services.

e) In the event that the obligations for meeting the standards of these guidelines are not kept by a Lessee, the DRB shall have the right, upon thirty (30) days written notice, to enter the property, perform the required maintenance and upgrading, including, but not limited to, replacement of dying landscape materials, building repairs, removal of non-conforming signs and lighting standards. The DRB may assess the Lessee for the cost of such work.

f) Unpaid financial obligations of the Lessee with respect to maintenance charges shall become a lien on the real and personal property of the Lessee within the leasehold.

Section 16.20: Rights of Way and Easements. Each Lessee hereby agrees to cooperate with the DRB in the planning and granting of all easements necessary and reasonable for the further development of the Park.

Section 16.30: General Maintenance by Site User. Each Lessee shall at all times keep the lot, buildings and improvements in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each Lessee shall provide for the timely mowing of lawn areas as well as removal of trash and rubbish from the lot.

ARTICLE XVII
VARIANCES

Section 17.10: Granting of Variances. In those instances where strict compliance with specific covenants would create an undue hardship by depriving a prospective Lessee the reasonable use of a site or where there are unusual characteristics which affect the property or use in question and which would make strict compliance with these covenants unfeasible, the DRB may grant the prospective Lessee a one time variance from these covenants as long as the variance will not be detrimental to the interests of the Park and its other tenants and the general purposes of the covenants are maintained. Any variance granted from the provisions of these covenants shall be applicable only to the specific site and conditions for which the variance was granted, and will in no respect constitute a change in or effect the terms or conditions set out in the standards as same apply to other sites or conditions.

ARTICLE XVIII
ENFORCEMENT, DURATION AND AMENDMENT

Section 18.10: Enforcement. These conditions, covenants, restrictions and reservations run with the land, and are to be binding upon and inure to the benefit of the PARK and its Lessees. These conditions, covenants, restrictions and reservations shall be enforced by the USM Research Foundation. Violation of any of these provisions gives the USM Research Foundation

and the DRB, the right to take appropriate corrective action against the party or parties violating or attempting to violate any of these provisions to cause any such violation to be remedied, and/or to recover damages resulting from such violation. In any legal or equitable proceeding by Park to enforce these provisions or to enjoin their violation, the Lessee shall pay all attorneys' fees in such amount as may be fixed by the court in such proceeding.

Section 18.20: Duration and Amendment. These Covenants may be amended from time to time or terminated by an instrument executed and acknowledged by the USM Research Foundation. Amendments made pursuant to this section will inure to the benefit of and be binding upon the building owners or their respective successors and assigns.

Section 18.30: Severability. In the event any of these covenants are invalidated by judgment or court order, all of the remaining provisions remain in full force and effect and will not be affected.

ATTACHMENT I

The following is a list of documents required through the provisions of the Covenants and Restrictions:

I. Acknowledgement of Receipt of Covenants and Restrictions. Tenant will provide the USM Research Foundation a letter acknowledging receipt of Covenants and Restrictions.

II. Preliminary Plans. Tenant will provide the DRB with Preliminary Plans which must be approved before developing any further plans.

III. Construction Documents. Tenant will deliver to the DRB the final construction documents which must be approved prior to construction.

IV. Architect Statement of Codes. Architect will provide a letter to the USM Research Foundation stating all appropriate codes have been adhered to during design and will be closely followed during construction.

V. Clearing Plan. The tenant will provide a clearing plan to the USM Research Foundation or DRB indicating all vegetation to be disturbed during construction.

VI. Routing of Access and Egress. The USM Research Foundation or DRB will provide tenant a written description of the required access and egress routing to construction site.

VII. Landscape Plan. A landscape plan will be provided by tenant to the USM Research Foundation of DRB if separate from final design.

VIII. Final Design Approval. The DRB will provide the tenant a letter of permission to proceed.

IX. Certificate of Use and Acceptance. Tenant will provide the USM Research Foundation or DRB a certificate or letter stating that the building has been accepted from contractor and meets all requirements.

X. Certificate of Approval. The USM Research Foundation or DRB will provide the tenant a certificate of approval stating all design criteria and articles of the Covenants and Restrictions have been met.

EXHIBIT "A"

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

A part of the South ½ of the Northwest 1/4 and a part of the North ½ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as Commencing at a Concrete Monument representing the Northeast Corner of the Southeast 1/4 of the said Northwest 1/4; thence run S00°16'54"W along the East Line of the said Southeast 1/4 of the Northwest 1/4 for 977.30 feet, thence run West for 1,464.10 feet to a Concrete Monument representing the Intersection of the Southern Right of Way Line of Classic Drive and the Western Right of Way Line of the Access Road East, said Point also being the Point of Beginning; thence run S34°55'56"E along the said Western Right of Way Line of Access Road East for 126.66 feet, thence run Southeasterly along said Western Right of Way Line of Access Road East and an Arc to the Left for 489.85 feet, said Arc having a Radius of 1,380.00 feet, a Chord Bearing of S45°06'05"E and a Chord Distance of 487.28 feet, thence run Southeasterly along said Western Right of Way Line and an Arc to the Right for 187.50 feet, said Arc having a Radius of 530.00 feet, a Chord Bearing of S45°08'07"E and a Chord Distance of 186.53 feet, thence run S71°28'29"W for 790.31 feet, thence run N19°54'15"W for 364.52 feet, thence run S70°05'45"W for 53.99 feet, thence run N19°54'15"W for 272.81 feet to a Point on the said Southern Right of Way Line of Classic Drive, thence run Easterly along said Southern Right of Way Line of Classic Drive and an Arc to the Left for 530.20 feet to the Point of Beginning, said Arc having a Radius of 3,492.75 feet, a Chord Bearing of N61°53'14"E and a Chord Distance of 529.69 feet, comprising 10.00 Acres (435,612 Square Feet), more or less.

Nicholas M. Connolly, P.E., P.L.S.
Civil Engineer No. 12791
Land Surveyor No. 2973

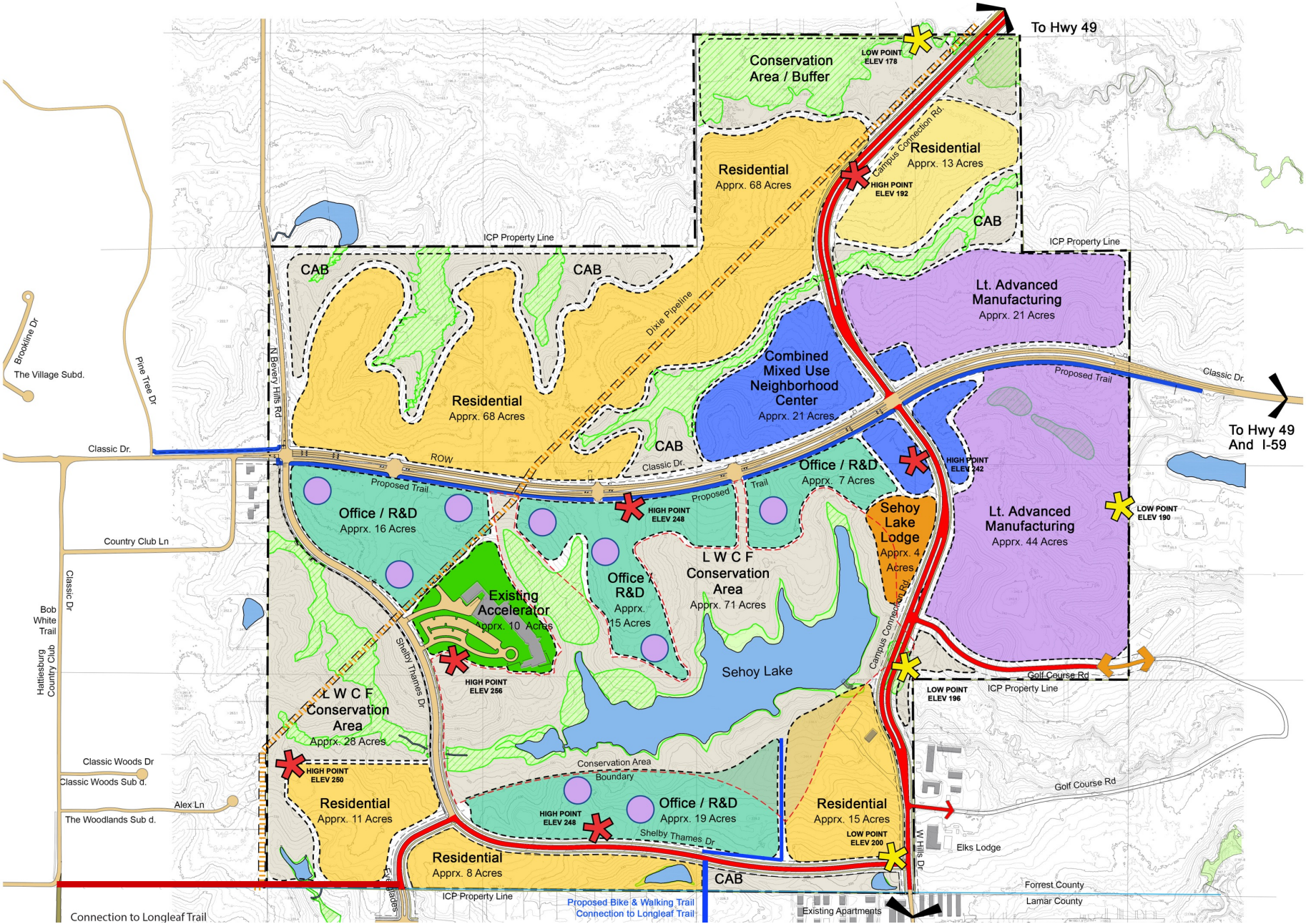
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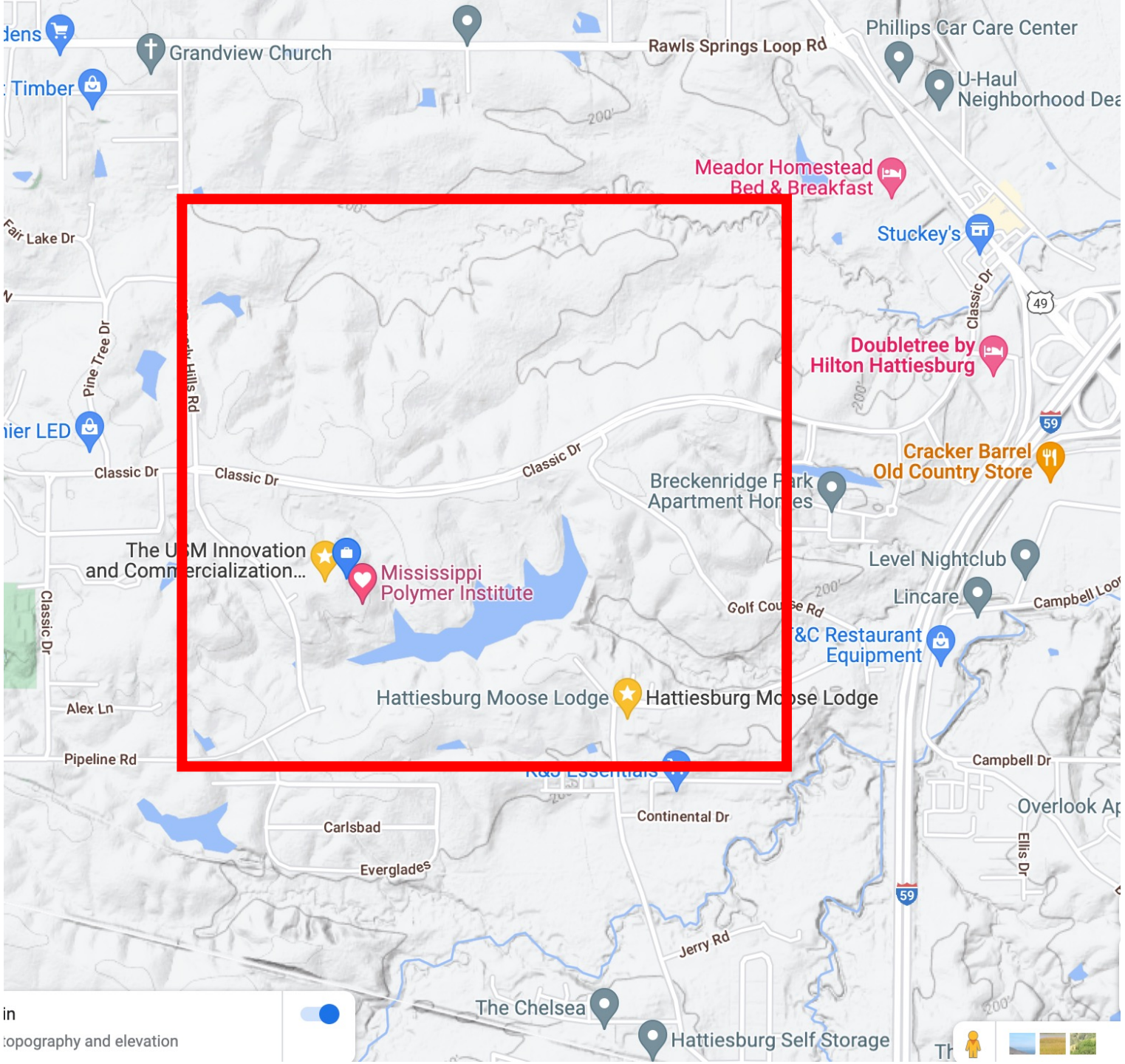
SOURCES OF INFORMATION:
SD&W SURVEY 13784, DATED: JUNE 23, 2008

The 500-acre USM Innovation & Commercialization Park is designed to facilitate technology-oriented business growth, from inventors to multinational corporations

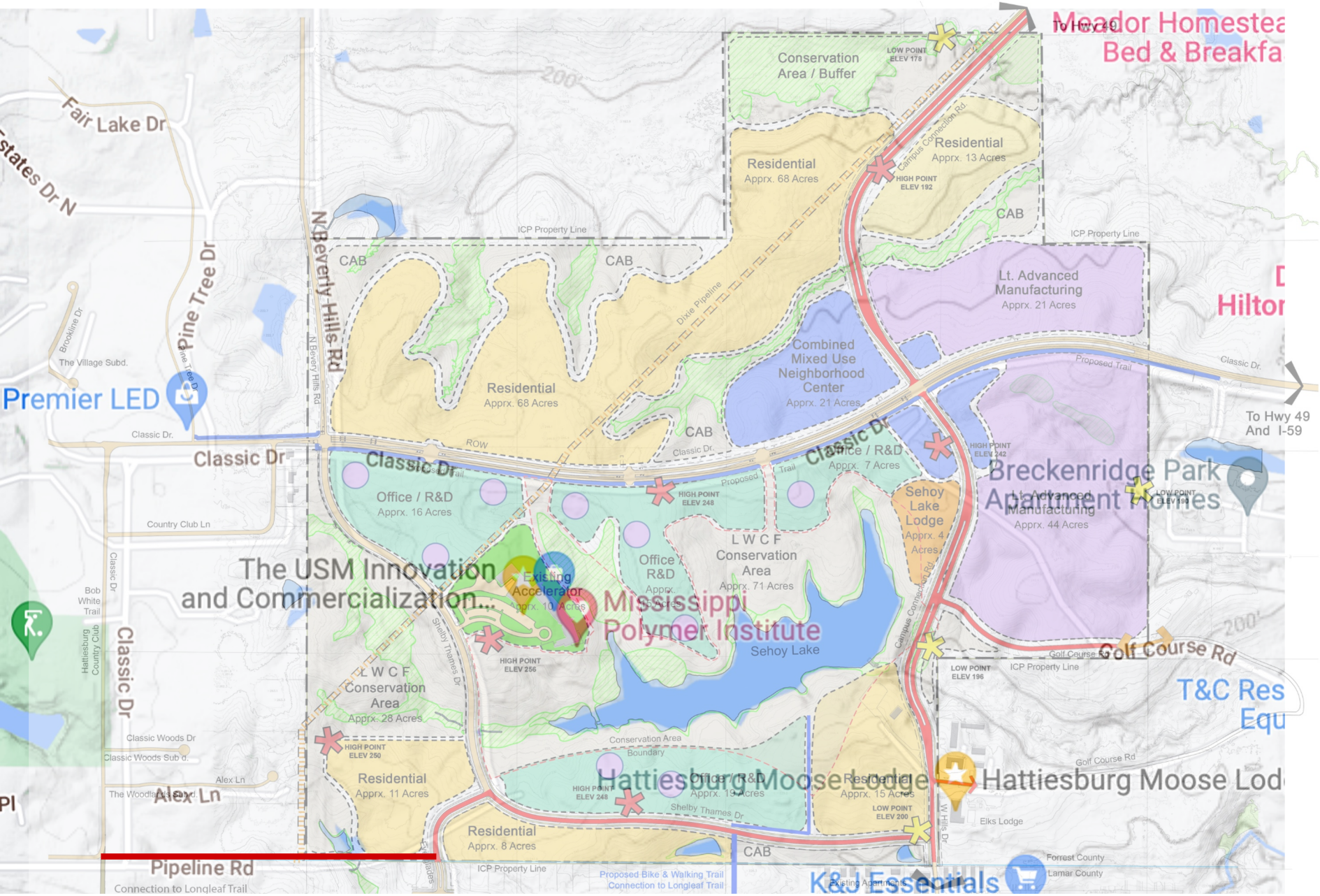
- The Strategic Plan was finalized in 2021 via an MDA ED Grant
  - A “Work, Live, Play” diversified model is used and designed to maximize value while preserving the natural appeal of the area
  - 300 acres can be developed
  - 100 acres are Parks & Rec grounds
  - Light Advanced Manufacturing and Technology-driven businesses are specific targets, with select larger tracts reserved for full-scale commercial activities

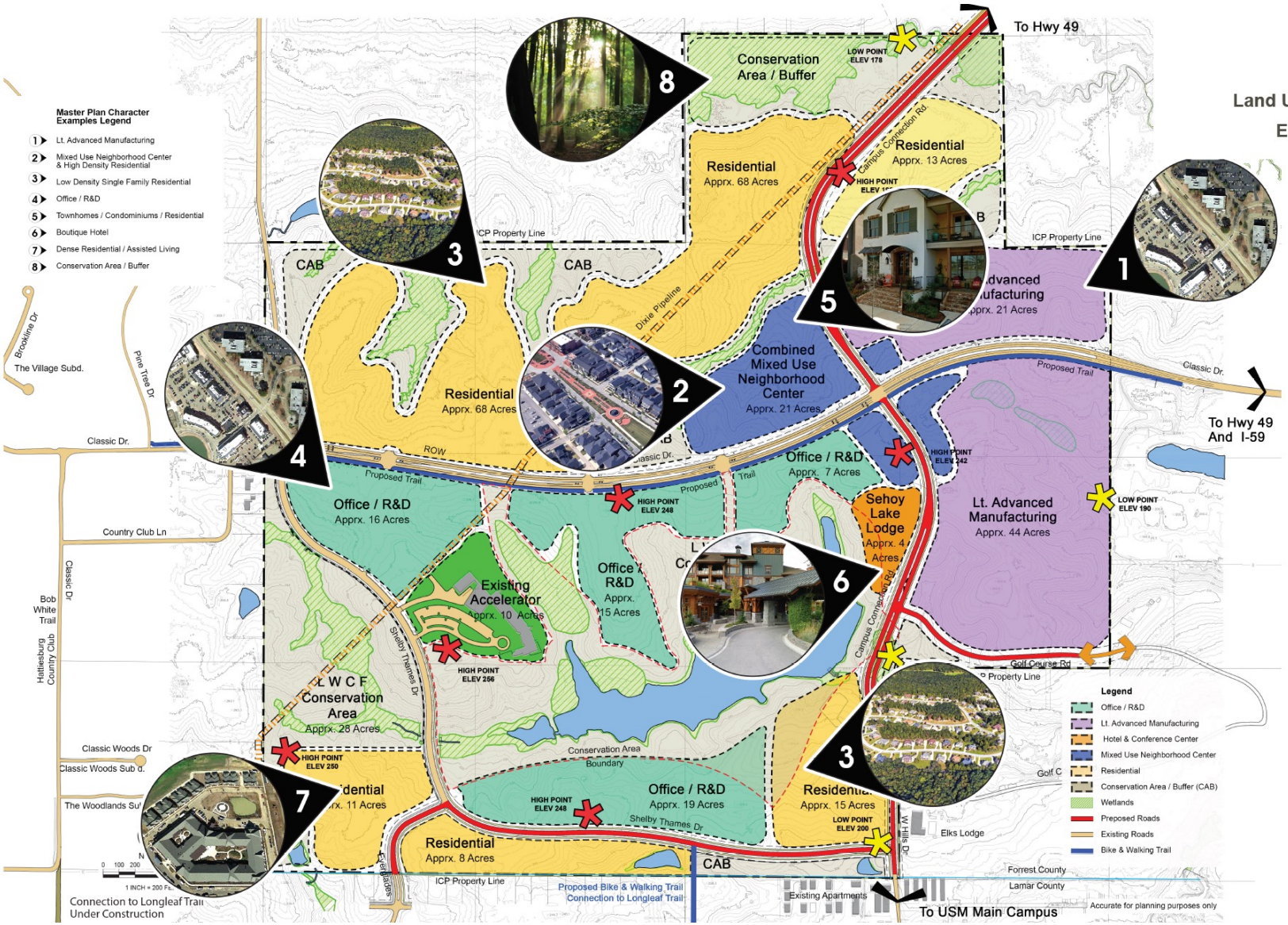
Strategic Plan: Recreational, Office R&D, Light Manufacturing, and Residential Zones have been identified and created to yield highest use




Grandview Church
Rawls Springs Loop Rd
Phillips Car Care Center
U-Haul
Meador Homestead
Bed & Breakfast
Stuckey's
Fair Lake Dr
Pine Tree Dr
Classic Dr
49
Doubletree by
Hilton Hattiesburg
59
Cracker Barrel
Old Country Store
Classic Dr
Classic Dr
Classic Dr
Breckenridge
Apartment Homes
The USM Innovation
and Commercialization...
Mississippi
Polymer Institute
Level Nightclub
Lincare
Golf Course Rd
Campbell Loop
T&C Restaurant
Equipment
Hattiesburg Moose Lodge
Hattiesburg Moose Lodge
Alex Ln
Pipeline Rd
Campbell Dr
Continental Dr
Carlsbad
Everglades
Ellis Dr
Jerry Rd
The Chelsea
Hattiesburg Self Storage
topography and elevation

Strategic Plan: Recreational, Office R&D, Light Manufacturing, and Residential Zones have been identified and created to yield highest use




Master Plan Character Examples Legend
1 Lt. Advanced Manufacturing
2 Mixed Use Neighborhood Center & High Density Residential
3 Low Density Single Family Residential
4 Office / R&D
5 Townhomes / Condominiums / Residential
6 Boutique Hotel
7 Dense Residential / Assisted Living
8 Conservation Area / Buffer
Land Use Character Examples
To Hwy 49
To Hwy 49 And I-59
To USM Main Campus
Conservation Area / Buffer
LOW POINT ELEV 178
Residential Apprx. 68 Acres
Residential Apprx. 13 Acres
Campus Connection Rd.
HIGH POINT
ICP Property Line
CAB
Dixie Pipeline
Combined Mixed Use Neighborhood Center Apprx. 21 Acres
Advanced Manufacturing Apprx. 21 Acres
Proposed Trail
Classic Dr.
Brookline Dr
The Village Subd.
Pine Tree Dr
ROW
Office / R&D Apprx. 16 Acres
HIGH POINT ELEV 248
Office / R&D Apprx. 7 Acres
HIGH POINT ELEV 242
Sehoy Lake Lodge Apprx. 4 Acres
Lt. Advanced Manufacturing Apprx. 44 Acres
LOW POINT ELEV 190
Country Club Ln
Existing Accelerator Apprx. 10 Acres
Office / R&D Apprx. 15 Acres
Bob White Trail
Hattiesburg Country Club
Shelby Thames Dr
HIGH POINT ELEV 256
L W C F Conservation Area Apprx. 28 Acres
Golf Course Rd
Classic Woods Dr
Classic Woods Sub d.
HIGH POINT ELEV 250
Conservation Area Boundary
Residential Apprx. 11 Acres
HIGH POINT ELEV 248
Office / R&D Apprx. 19 Acres
Residential Apprx. 15 Acres
LOW POINT ELEV 200
The Woodlands Sub
Residential Apprx. 8 Acres
Elks Lodge
Forest County
Lamar County
Existing Apartments
Proposed Bike & Walking Trail Connection to Longleaf Trail
Connection to Longleaf Trail Under Construction
Legend
Office / R&D
Lt. Advanced Manufacturing
Hotel & Conference Center
Mixed Use Neighborhood Center
Residential
Conservation Area / Buffer (CAB)
Wetlands
Preposed Roads
Existing Roads
Bike & Walking Trail
Accurate for planning purposes only
For Planning Purposes Only

Town Center Character Images



Mixed Use



Mixed Use



Public Spaces



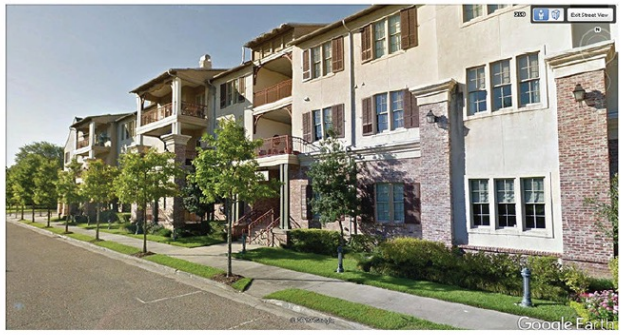
Mixed Use



Mixed Use



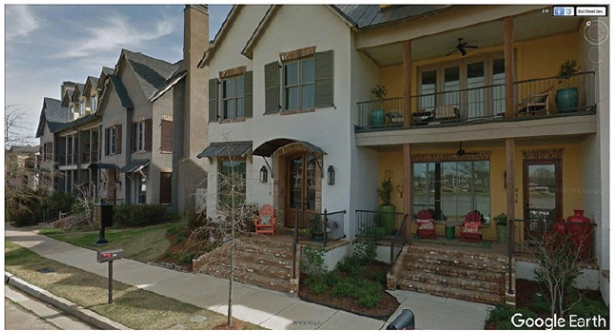
Mixed Use



High Density Residential



Public Spaces



High Density Residential

Work:

To be a ‘Continuum Site’ for high-value businesses

(Underpinned by USM areas of expertise)

Multiple Stand Alone
Light Advanced Manufacturers
(Knowledge-driven Businesses)



Multi-unit Blue Economy
Material Manufacturing
Step-Up Facility



Accelerator: Leases Labs and
Limited Production Space



MPI: Assists inventors and businesses with Chemistry, Production, Testing, Troubleshooting, & Training

MISSISSIPPI POLYMER INSTITUTE











Live:

To be a ‘Coveted Neighborhood’

(With a sense of Place)

Play:

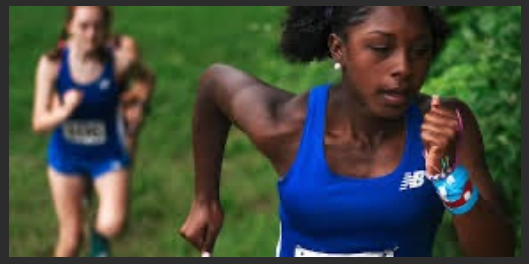
‘Nature and Well-being are integral to a Good Life’

(Your backyard is your playground)











The Strategic Plan was finalized in 2021 via an MDA Economic Development Grant

- A “Work, Live, Play” diversified model is used and designed to maximize value while preserving the natural appeal of the area
- 300 acres can be developed
- 100 acres of Park & Recreation grounds surrounding the lake
- Technology, value-driven businesses are specific targets, with select larger tracts reserved for full-scale commercial activities

Work Vision:

To be a ‘Continuum Site’ to develop high-value businesses

(Underpinned by USM areas of expertise)

Multiple Stand Alone Light Advanced Manufacturers (Knowledge-driven Businesses)



Multi-unit Blue Economy Material Manufacturing Step-Up Facility



Accelerator: Leases Labs and Limited Production Space



MPI: Assists inventors and businesses with Chemistry, Production, Testing, Troubleshooting, & Training

MISSISSIPPI POLYMER INSTITUTE







Live Vision:

To be a ‘Coveted Neighborhood’

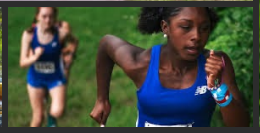
(With a sense of Place)

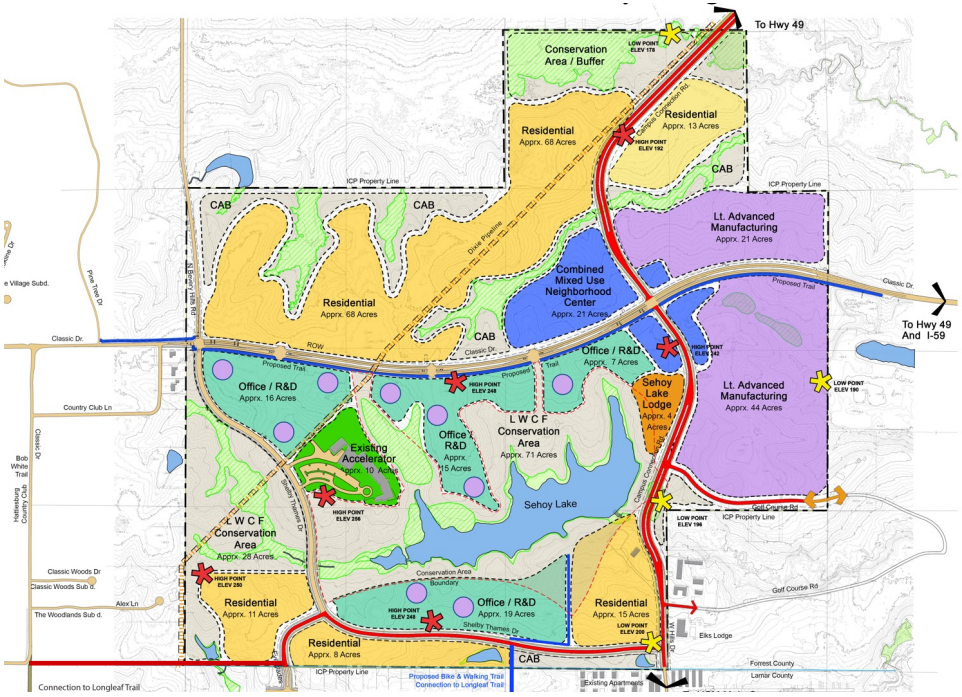
Play Vision:

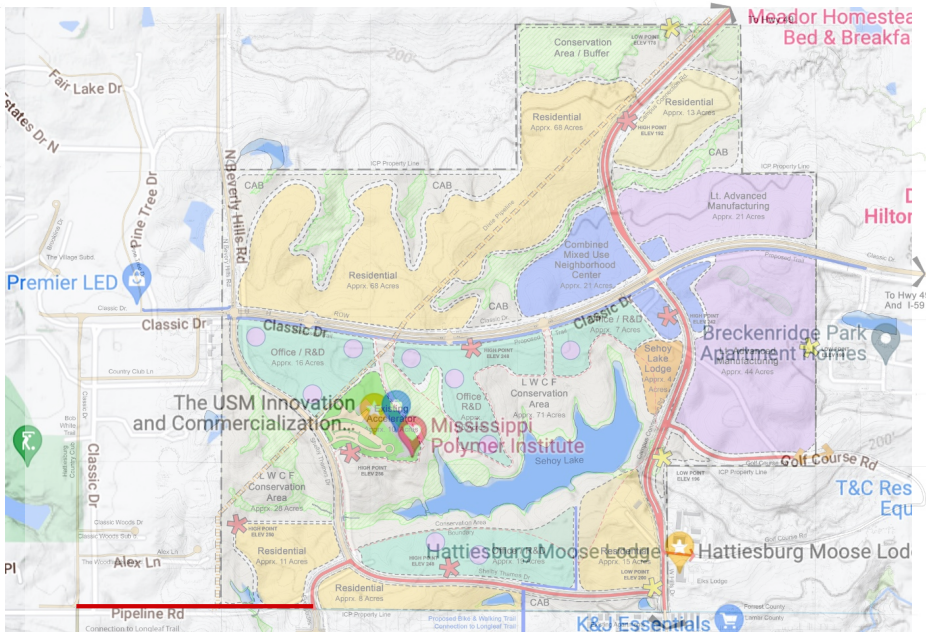
‘Nature and Well-being are integral to a Good Life’

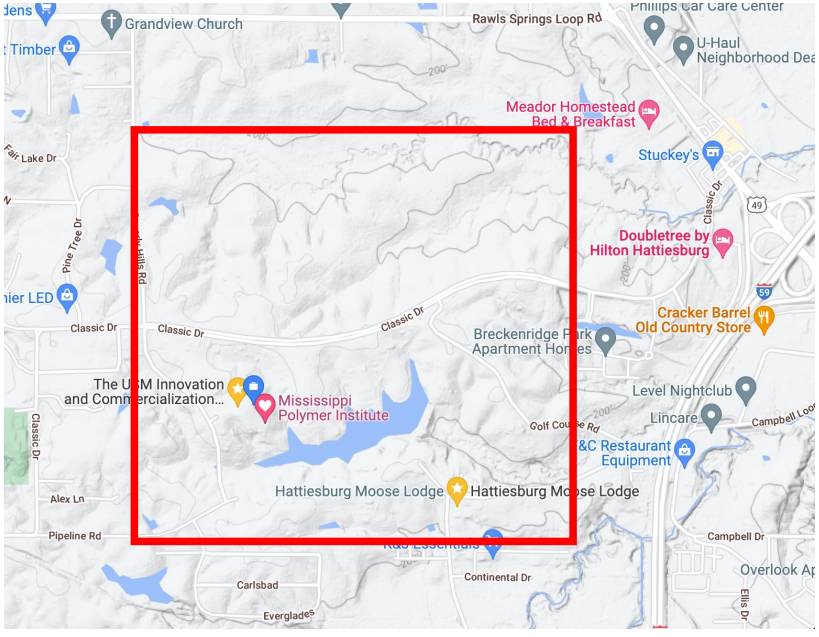
(Your backyard is your playground)





To Hwy 49
Conservation Area / Buffer
Residential
Approx. 68 Acres
Residential
Approx. 13 Acres
CAB
Lt. Advanced Manufacturing
Approx. 21 Acres
Combined Mixed Use Neighborhood Center
Approx. 21 Acres
Office / R&D
Approx. 7 Acres
Office / R&D
Approx. 16 Acres
Existing Accelerator
Approx. 10 Acres
Office / R&D
Approx. 15 Acres
L W C F Conservation Area
Approx. 71 Acres
Sehoy Lake
Sehoy Lake Lodge
Approx. 4 Acres
Lt. Advanced Manufacturing
Approx. 44 Acres
L W C F Conservation Area
Approx. 26 Acres
Office / R&D
Approx. 19 Acres
Residential
Approx. 11 Acres
Residential
Approx. 15 Acres
Residential
Approx. 8 Acres
To Hwy 49 And I-59
Classic Dr.
Country Club Ln
Classic Woods Dr
Alex Ln
Golf Course Rd
Elks Lodge
Forrest County
Lamar County
ICP Property Line
Proposed Trail
Proposed Bike & Walking Trail Connection to Longleaf Trail
Connection to Longleaf Trail


Premier LED
Classic Dr
Fair Lake Dr
Pine Tree Dr
Hwy 49
The USM Innovation and Commercialization...
Mississippi Polymer Institute
Breckenridge Park Apartment Homes
Golf Course Rd
Alex Ln
Pipeline Rd
Hattiesburg Moose Lodge
K&J Essentials
T&C Res
Equ


Grandview Church
Rawls Springs Loop Rd
U-Haul Neighborhood Dea
Meador Homestead Bed & Breakfast
Stuckey's
Doubletree by Hilton Hattiesburg
Cracker Barrel Old Country Store
Breckenridge Park Apartment Homes
Level Nightclub
Lincare
T&C Restaurant Equipment
The USM Innovation and Commercialization...
Mississippi Polymer Institute
Hattiesburg Moose Lodge
Classic Dr
Golf Course Rd
Alex Ln
Pipeline Rd
Campbell Dr
Continental Dr
Carlsbad
Everglades
Fair Lake Dr
Pine Tree Dr

PARCEL SURVEY BOUNDARY DESCRIPTIONS:

State of Mississippi

County of Forrest

City of Hattiesburg

OVERALL PARCEL – North of the Proposed South Right of Way Line of Classic Drive

All of the South ½ of the Northeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and all of the Northwest ¼ of the Northwest ¼, all of the West ½ of the Northeast ¼ of the Northwest ¼, a part of the South ½ of the Northwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of the Southwest ¼ of said Northeast ¼, Section 35:

- **Beginning** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 1,320.78 feet to a Mag Nail in Pavement representing the Northwest Corner of said Southwest ¼ of the Northeast ¼,
- thence run N89°58'14"E along the North Line of said South ½ of the Northeast ¼ for 2,643.03 feet to a Concrete Monument representing the Northeast Corner of the Southeast ¼ of the Northeast ¼, Section 35, and the Southwest Corner of said Northwest ¼ of the Northwest ¼, Section 36,
- thence run N00°25'00"W along the West Line of said Northwest ¼ of the Northwest ¼ for 1,317.27 feet to a Concrete Monument representing the Northwest Corner of said Northwest ¼ of the Northwest ¼,
- thence run S89°13'26"E along the North Line of said Northwest ¼ of the Northwest ¼ for 1,331.78 feet to a Concrete Monument representing the Northeast Corner of said Northwest ¼ of the Northwest ¼, and the Northwest Corner of said Northeast ¼ of the Northwest ¼,

- thence run S89°54’48”E along the North Line of said Northeast ¼ of the Northwest ¼ for 665.44 feet to a ½ Inch Rebar representing the Northeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼,
- thence run S01°15’31”E along the East Line of said West ½ of the Northeast ¼ of the Northwest ¼ for 1,326.79 feet to a ½ Inch Rebar representing the Southeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼, and a Point on the North Line of the Southeast ¼ of said Northwest ¼,
- thence run N89°22’05”E along the North Line of said Southeast ¼ of the Northwest ¼ for 661.21 feet to a Concrete Monument representing the Northeast Corner of said Southeast ¼ of the Northwest ¼ and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run S00°16’14”W along the East Line of said Southeast ¼ of the Northwest ¼ for 798.86 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Southern Right of Way Line of Classic Drive, a public roadway,
- thence run Westerly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to a 5/8 Inch Rebar representing a Point on the West Line of said Northwest ¼ of the Southeast ¼, Section 35:
    - thence run N80°48’57”W for 529.67 feet to a 5/8 Inch Rebar,
    - thence run Southwesterly along an Arc to the Left for 909.97 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of S73°31’37”W and a Chord Distance of 897.16 feet,
    - thence run S56°50’16”W for 3.58 feet to a 5/8 Inch Rebar,
    - thence run S57°00’49”W for 79.86 feet to a 5/8 Inch Rebar,
    - thence run S58°29’05”W for 331.35 feet to a 5/8 Inch Rebar,
    - thence run S67°14’28”W for 245.74 feet to a 5/8 Inch Rebar,
    - thence run Westerly along an Arc to the Right for 1,968.42 feet to a 5/8 Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S82°57’50”W and a Chord Distance of 1,942.77 feet,
    - thence run N80°58’59”W for 1,001.75 feet to a 5/8 Inch Rebar,
    - thence run Northwesterly along an Arc to the Left for 298.28 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of N85°22’17”W and a Chord Distance of 297.99 feet,
    - thence run N75°56’58”W for 82.83 feet to a Concrete Monument,

  - thence run S89°12’16”W for 64.38 feet to a 5/8 Inch Rebar representing a Point on the West Line of said Northwest ¼ of the Southeast ¼, Section 35,
- thence run N00°07’54”W along said West Line of the Northwest ¼ of the Southeast ¼ for 19.00 feet to the **Point of Beginning**,
- comprising **214.64 Acres**, more or less.

PARCEL CLASSIC – Proposed Right of Way of Classic Drive

A part of the Southwest ¼ of the Northeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and a part of the South ½ of the Northwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- **Beginning** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a 5/8 Inch Rebar,
- thence run N89°14'10"E for 79.03 feet to a 5/8 Inch Rebar,
- continue N89°14'10"E along said Proposed North Right of Way Line for 50.00 feet to a Concrete Monument having a Grid Value of **N 674,757.41 feet** and **E 815,766.37 feet** on said East Zone Grid,
- thence run Southeasterly along an Arc to the Right for 334.11 feet to a Concrete Monument, said Arc having a Radius of 2,109.12 feet, a Chord Bearing of S85°30'11"E and a Chord Distance of 333.76 feet,
- thence run S81°01'22"E for 567.36 feet to a Concrete Monument,
- thence run S80°56'11"E for 434.35 feet to a Concrete Monument,
- thence run Northeasterly along an Arc to the Left for 2,444.87 feet to a Concrete Monument, said Arc having a Radius of 3,381.10 feet, a Chord Bearing of N78°19'27"E and a Chord Distance of 2,391.95 feet,
- thence run N56°54'22"E for 80.44 feet to a Concrete Monument,
- thence run Northeasterly along an Arc to the Right for 1,405.57 feet to a Concrete Monument, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of N80°25'08"E and a Chord Distance of 1,365.66 feet,

- thence run S76°05’21”E for 117.81 feet to a 5/8 Inch Rebar representing a Point on the East Line of the Southeast ¼ of said Northwest ¼, Section 36 and having a Grid Value of **N 675,301.25 feet** and **E 820,959.25 feet** on said East Zone Grid,
- thence run S00°16’14”W along said East Line of the Southeast ¼ of the Northwest ¼ for 134.38 feet,
- thence run N80°48’57”W for 529.67 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 909.97 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of S73°31’37”W and a Chord Distance of 897.16 feet,
- thence run S56°50’16”W for 3.58 feet to a 5/8 Inch Rebar,
- thence run S57°00’49”W for 79.86 feet to a 5/8 Inch Rebar,
- thence run S58°29’05”W for 331.35 feet to a 5/8 Inch Rebar,
- thence run S67°14’28”W for 245.74 feet to a 5/8 Inch Rebar,
- thence run Westerly along an Arc to the Right for 1,968.42 feet to a 5/8 Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S82°57’50”W and a Chord Distance of 1,942.77 feet,
- thence run N80°58’59”W for 1,001.75 feet to a 5/8 Inch Rebar,
- thence run Northwesterly along an Arc to the Left for 298.28 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of N85°22’17”W and a Chord Distance of 297.99 feet,
- thence run N75°56’58”W for 82.83 feet to a Concrete Monument,
- thence run S89°12’16”W for 64.38 feet to a 5/8 Inch Rebar representing a Point on the West Line of said Northwest ¼ of the Southeast ¼, Section 35,
- thence run N00°07’54”W along said West Line of the Northwest ¼ of the Southeast ¼ for 19.00 feet to the **Point of Beginning**,
- comprising **16.63 Acres**, more or less.

PARCEL ROW1 – Proposed Right of Way of Beverly Hills Drive

A part of the Southwest ¼ of the Northeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway,
- thence run N89°14'10"E along said Proposed North Right of Way Line for 79.03 feet to a 5/8 Inch Rebar representing the **Point of Beginning** and having a Grid Value of **N 674,756.74 feet** and **E 815,716.38 feet** on said East Zone Grid;
- thence run N00°12'04"W for 92.15 feet to a Concrete Monument,
- thence run Northerly along an Arc to the Left for 958.65 feet to a 5/8 Inch Rebar, said Arc having a Radius of 6,665.66 feet, a Chord Bearing of N04°14'21"W and a Chord Distance of 957.82 feet,
- thence run N08°03'14"W for 30.20 feet to a 5/8 Inch Rebar representing a Point on said West Line and having a Grid Value of **N 675,834.00 feet** and **E 815,641.02 feet** on said East Zone Grid,
- thence run N00°11'41"E along said West Line for 151.35 feet to a Mag Nail in Pavement representing the Northwest Corner of said Southwest ¼ of the Northeast ¼,
- thence run N89°58'14"E along the North Line of said Southwest ¼ of the Northeast ¼ for 28.57 feet to a 5/8 Inch Rebar,
- thence run S08°03'14"E for 175.79 feet to a Concrete Monument,
- thence run Southerly along an Arc to the Right for 965.65 feet to a Concrete Monument, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of S04°13'54"E and a Chord Distance of 964.84 feet,
- thence run S00°16'43"E for 91.69 feet to a Concrete Monument representing a Point on said Proposed North Right of Way Line,

- thence run S89°14’10”W along said Proposed North Right of Way Line for 50.00 feet to the **Point of Beginning**,
- comprising **1.37 Acres**, more or less.

PARCEL ROW2 – Proposed Right of Way of Proposed North Access Road

A part of the West ½ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of the Southeast ¼ of said Northwest ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run West 1,464.09 feet,
- thence run South 863.45 feet to a Concrete Monument representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a having a Grid Value of **N 675,102.27 feet** and **E 819,498.28 feet** on said East Zone Grid;
- thence run S56°54'22"W along said Proposed Northern Right of Way Line for 80.44 feet to a Concrete Monument,
- thence run N34°58'47"W for 480.04 feet to a 5/8 Inch Rebar,
- thence run Northerly along an Arc to the Right for 1,424.26 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,022.19 feet, a Chord Bearing of N04°58'44"E and a Chord Distance of 1,311.81 feet,
- thence run N44°53'42"E for 20.00 feet to a 5/8 Inch Rebar,
- thence run Northeasterly along an Arc to the Right for 361.27 feet to a 5/8 Inch Rebar, said Arc having a Radius of 115.00 feet, a Chord Bearing of N44°53'42"E and a Chord Distance of 229.99 feet,
- thence run S45°06'18"E for 80.00 feet to a 5/8 Inch Rebar having a Grid Value of **N 676,879.17 feet** and **E 819,502.66 feet** on said East Zone Grid,
- thence run S44°53'42"W for 249.99 feet to a 5/8 Inch Rebar,
- thence run Southerly along an Arc to the Left for 1,312.79 feet to a 5/8 Inch Rebar, said Arc having a Radius of 942.19 feet, a Chord Bearing of S04°58'44"W and a Chord Distance of 1,209.14 feet,
- thence run S35°01'36"E for 482.63 feet to the **Point of Beginning**,
- comprising **4.34 Acres**, more or less.

PARCEL 11 – West of Beverly Hills Drive

A part of the Southwest ¼ of the Northeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 674,755.69 feet** and **E 815,637.36 feet** on said East Zone Grid;
- thence continue N00°11'41"E along said West Line of the Southwest ¼ of the Northeast ¼ for 1,078.32 feet to a 5/8 Inch Rebar representing a Point on the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway, and having a Grid Value of **N 675,834.00 feet** and **E 815,641.02 feet** on said East Zone Grid,
- thence run S08°03'14"E along said Proposed Western Right of Way Line for 30.20 feet to a 5/8 Inch Rebar,
- thence run Southerly along an Arc to the Right and said Proposed Western Right of Way Line for 958.65 feet to a Concrete Monument, said Arc having a Radius of 6,665.66 feet, a Chord Bearing of S04°14'21"E and a Chord Distance of 957.82 feet,
- thence run S00°12'04"E along said Proposed Western Right of Way Line for 92.15 feet to a 5/8 Inch Rebar representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive,
- thence run S89°14'10"W along said Proposed Northern Right of Way Line for 79.03 feet to the **Point of Beginning**,
- comprising **1.33 Acres**, more or less.

PARCEL 12 – North of the Proposed South Right of Way Line of Classic Drive and East of the Proposed Eastern Right of Way Line of Beverly Hills Drive

A part of the South ½ of the Northeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and a part of the Northwest ¼ of the Northwest ¼, all of the West ½ of the Northeast ¼ of the Northwest ¼, a part of the South ½ of the Northwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of the Southwest ¼ of said Northeast ¼, Section 35:

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed North Right of Way Line of Classic Drive, a public roadway,
- thence run N89°14'10"E along said Proposed North Right of Way Line for 79.03 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway,
- thence continue N89°14'10"E along said Proposed North Right of Way Line for 50.00 feet to a Concrete Monument representing its Intersection with the Proposed Eastern Right of Way Line of said Beverly Hills Drive and the **Point of Beginning**, said Intersection having a Grid Value of **N 674,757.41 feet** and **E 815,766.37 feet** on said East Zone Grid;
- thence run N00°16'43"W along said Proposed Eastern Right of Way Line for 91.69 feet to a Concrete Monument,
- thence run Northerly along an Arc to the Left and said Proposed Eastern Right of Way Line for 965.65 feet to a Concrete Monument, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of N04°13'54"W and a Chord Distance of 964.84 feet,
- thence run N08°03'14"W along said Proposed Eastern Right of Way Line for 175.79 feet to a 5/8 Inch Rebar representing its Intersection with the North Line of said Southwest ¼ of the Northeast ¼,

- thence run N89°58’14”E along the North Line of said South ½ of the Northeast ¼ for 2,614.46 feet to a Concrete Monument representing the Northeast Corner of the Southeast ¼ of Northeast ¼, Section 35, and the Southwest Corner of said Northwest ¼ of the Northwest ¼, Section 36,
- thence run N00°25’00”W along the West Line of said Northwest ¼ of the Northwest ¼ for 1,317.27 feet to a Concrete Monument representing the Northwest Corner of said Northwest ¼ of the Northwest ¼,
- thence run S89°13’26”E along the North Line of said Northwest ¼ of the Northwest ¼ for 1,331.78 feet to a Concrete Monument representing the Northeast Corner of said Northwest ¼ of the Northwest ¼, and the Northwest Corner of said Northeast ¼ of the Northwest ¼,
- thence run S89°54’48”E along the North Line of said Northeast ¼ of the Northwest ¼ for 665.44 feet to a ½ Inch Rebar representing the Northeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼,
- thence run S01°15’31”E along the East Line of said West ½ of the Northeast ¼ of the Northwest ¼ for 1,326.79 feet to a ½ Inch Rebar representing the Southeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼, and a Point on the North Line of the Southeast ¼ of said Northwest ¼,
- thence run N89°22’05”E along the North Line of said Southeast ¼ of the Northwest ¼ for 661.21 feet to a Concrete Monument representing the Northeast Corner of said Southeast ¼ of the Northwest ¼ and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid,
- thence run S00°16’14”W along the East Line of said Southeast ¼ of the Northwest ¼ for 664.48 feet to a 5/8 Inch Rebar representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive,
- thence run N76°05’21”W along said Proposed Northern Right of Way Line for 117.81 feet to a Concrete Monument,
- thence run Southwesterly along an Arc to the Left and said Proposed Northern Right of Way Line for 1,405.57 feet to a Concrete Monument representing its Intersection with the Proposed Eastern Right of Way Line of the Proposed North Access Road, an undeveloped public roadway, and having a Grid Value of **N 675,102.27 feet** and **E 819,498.28 feet** on

said East Zone Grid, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of S80°25’08”W and a Chord Distance of 1,365.66 feet,

- thence run N35°01’36”W along said Proposed Eastern Right of Way Line for 482.63 feet to a 5/8 Inch Rebar,
- thence run Northerly along an Arc to the Right and said Proposed Eastern Right of Way Line for 1,312.79 feet to a 5/8 Inch Rebar, said Arc having a Radius of 942.19 feet, a Chord Bearing of N04°58’44”E and a Chord Distance of 1,209.14 feet,
- thence run N44°53’42”E along said Proposed Eastern Right of Way Line for 249.99 feet to a 5/8 Inch Rebar having a Grid Value of **N 676,879.17 feet** and **E 819,502.66 feet** on said East Zone Grid,
- thence run N45°06’18”W along the Proposed Northern Right of Way Line of said Proposed North Access Road for 80.00 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Left and along the Proposed Western Right of Way Line of said Proposed North Access Road for 361.27 feet to a 5/8 Inch Rebar, said Arc having a Radius of 115.00 feet, a Chord Bearing of S44°53’42”W and a Chord Distance of 229.99 feet,
- thence run S44°53’42”W along said Proposed Western Right of Way Line for 20.00 feet to a 5/8 Inch Rebar,
- thence run Southerly along an Arc to the Left and said Proposed Western Right of Way Line for 1,424.26 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,022.19 feet, a Chord Bearing of S04°58’44”W and a Chord Distance of 1,311.81 feet,
- thence run S34°58’47”E along said Proposed Western Right of Way Line for 480.04 feet to a Concrete Monument representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive,
- thence run Southwesterly along an Arc to the Right and said Proposed North Right of Way Line for 2,444.87 feet to a Concrete Monument, said Arc having a Radius of 3,381.10 feet, a Chord Bearing of S78°19’27”W and a Chord Distance of 2,391.95 feet,
- thence run N80°56’11”W along said Proposed North Right of Way Line for 434.35 feet to a Concrete Monument,
- thence run N81°01’22”W along said Proposed North Right of Way Line for 567.36 feet to a Concrete Monument,

- thence run Northwesterly along an Arc to the Left and said Proposed North Right of Way Line for 334.11 feet to the **Point of Beginning**, said Arc having a Radius of 2,109.12 feet, a Chord Bearing of N85°30’11”W and a Chord Distance of 333.76 feet,
- comprising **190.98 Acres**, more or less.

EASEMENT SURVEY BOUNDARY DESCRIPTIONS:

State of Mississippi

County of Forrest

City of Hattiesburg

EASEMENT E1 – 10 Foot Utility Easement on the East Side of Everglades

A part of the Southwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of said Southwest ¼ of the Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run S89°05'03"E along the South Line of said Southwest ¼ of the Southeast ¼ for 881.07 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Eastern Right of Way Line of Everglades, a public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 672,013.01 feet** and **E 816,508.49 feet** on said East Zone Grid;
- thence run Northwesterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 133.37 feet to a Concrete Monument, said Arc having a Radius of 407.55 feet, a Chord Bearing of N22°24'59"W and a Chord Distance of 132.77 feet,
- thence run N31°47'28"W along said Proposed Eastern Right of Way Line for 107.65 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Southern Right of Way Line of a Proposed unnamed public roadway, said Intersection having a Grid Value of **N 672,227.25 feet** and **E 816,401.14 feet** on said East Zone Grid,
- thence run N58°43'16"E along said Proposed Southern Right of Way Line for 10.00 feet to a ½ Inch Rebar,
- thence run S31°47'28"E and parallel to said Proposed Eastern Right of Way Line for 107.56 feet to a ½ Inch Rebar,

- thence run Southeasterly along an Arc to the Right and parallel to said Proposed Eastern Right of Way Line for 139.12 feet to ½ Inch Rebar representing a Point on said South Line, said Arc having a Radius of 417.55 feet, a Chord Bearing of S22°14’45”E and a Chord Distance of 138.48 feet,
- thence run N89°05’03”W along said South Line for 10.30 feet to the **Point of Beginning**,
- comprising **0.06 Acres (2,439 Square Feet)**, more or less.

EASEMENT E2 – 10 Foot Utility Easement on the North Side of the Proposed Southern Road and the West Side of Shelby Thames Drive

A part of the Southwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of said Southwest ¼ of the Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 1,093.92 feet,
- thence run North for 488.56 feet to a Concrete Monument representing the Proposed Western Right of Way Line of Shelby Thames Drive, a public roadway, and Proposed Northern Right of Way Line of an unnamed Proposed Roadway and the **Point of Beginning**, said Intersection, having a Grid Value of **N 672,515.66 feet** and **E 816,721.45 feet** on said East Zone Grid;
- thence run Southwesterly along said Proposed Northern Right of Way Line and an Arc to the Left for 466.51 feet to a 5/8 Inch Rebar, said Arc having a Radius of 2,920.03 feet, a Chord Bearing of S62°23'02"W and a Chord Distance of 466.02 feet,
- thence run S57°48'26"W along said Proposed Northern Right of Way Line for 41.34 feet to a 5/8 Inch Rebar,
- thence run N32°11'34"W for 10.00 feet to a ½ Inch Rebar having a Grid Value of **N 672,286.07 feet** and **E 816,268.21 feet** on said East Zone Grid,
- thence run N57°48'26"E and parallel to said Proposed Northern Right of Way Line for 41.34 feet to a ½ Inch Rebar,
- thence run Northeasterly along an Arc to the Right and parallel to said Proposed Northern Right of Way Line for 458.23 feet to a ½ Inch Rebar, said Arc having a Radius of 2,930.03 feet, a Chord Bearing of N62°17'15"E and a Chord Distance of 457.76 feet,
- thence run N22°20'41"W and parallel to said Proposed Western Right of Way Line for 29.47 feet to a ½ Inch Rebar,
- thence run Northerly along an Arc to the Right for 318.97 feet to a ½ Inch Rebar representing a Point on said Proposed Western Right of Way Line, said Arc having a

Radius of 949.71 feet, a Chord Bearing of N12°43’21”W and a Chord Distance of 317.48 feet,

- thence run N86°53’56”E along said Proposed Western Right of Way Line for 10.00 feet to a 5/8 Inch Rebar,
- thence run Southerly along an Arc to the Left for 315.62 feet to a 5/8 Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of S12°43’22”E and a Chord Distance of 314.13 feet,
- thence run S22°20’41”E for 39.34 feet to the **Point of Beginning**,
- comprising **0.20 Acres (8,554 Square Feet)**, more or less.

EASEMENT E3 – 20 Foot Utility Easement on the West Side of Shelby Thames Drive

A part of the West ½ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of said Southwest ¼ of the Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 1,008.41 feet,
- thence run North for 879.55 feet to a 5/8 Inch Rebar representing a Point on the Proposed Western Right of Way Line of Shelby Thames Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 672,906.64 feet** and **E 816,635.94 feet** on said East Zone Grid;
- thence run S89°50'16"W along said Proposed Western Right of Way Line for 20.00 feet to a ½ Inch Rebar,
- thence run Northerly along an Arc to the Right and parallel to said Proposed Western Right of Way Line for 52.04 feet to a ½ Inch Rebar, said Arc having a Radius of 959.73 feet, a Chord Bearing of N01°23'30"E and a Chord Distance of 52.04 feet,
- thence run Northwesterly along an Arc to the Left and parallel to said Proposed Western Right of Way Line for 907.60 feet to a ½ Inch Rebar having a Grid Value of **N 673,777.87 feet an**d **E 816,295.16 feet** on said East Zone Grid, said Arc having a Radius of 1,063.11 feet, a Chord Bearing of N21°27'33"W and a Chord Distance of 880.29 feet,
- thence run N44°08'12"E for 20.00 feet to a ½ Inch Rebar representing a Point on said Proposed Western Right of Way Line,
- thence run Southeasterly along said Proposed Western Right of Way Line and an Arc to the Right for 924.66 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,083.11 feet, a Chord Bearing of S21°27'31"E and a Chord Distance of 896.83 feet,
- thence run Southerly along an Arc to the Left for 50.94 feet to the **Point of Beginning**, said Arc having a Radius of 939.69 feet, a Chord Bearing of S01°23'30"W and a Chord Distance of 50.93 feet,
- comprising **0.44 Acres (19,352 Square Feet)**, more or less.

EASEMENT E4 – 20 Foot X 40 Foot Utility Easement on the East Side of Shelby Thames Drive

A part of the Northwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 661.06 feet,
- thence run North for 1,889.05 feet to a ½ Inch Rebar representing a Point on the Proposed Eastern Right of Way Line of Shelby Thames Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 673,916.15 feet** and **E 816,288.59 feet** on said East Zone Grid;
- thence run Northwesterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 40.00 feet to a ½ Inch Rebar, said Arc having a Radius of 1,156.79 feet, a Chord Bearing N52°01'00"W and a Chord Distance of 40.00 feet,
- thence run N36°59'33"E for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 673,956.74 feet** and **E 816,269.09 feet** on said East Zone Grid,
- thence run Southeasterly along an Arc to the Right and parallel to said Proposed Eastern Right of Way Line for 40.69 feet to a ½ Inch Rebar, said Arc having a Radius of 1,176.78 feet, a Chord Bearing S52°01'01"E and a Chord Distance of 40.69 feet,
- thence run S38°58'26"W for 20.00 feet to the **Point of Beginning**,
- comprising **0.02 Acres (807 Square Feet)**, more or less.

EASEMENT E5 – 20 Foot X 20 Foot Drainage Easement on the West Side of Shelby Thames Drive

A part of the Northwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 288.74 feet,
- thence run North for 2,034.91 feet to a ½ Inch Rebar representing a Point on the Proposed Western Right of Way Line of Shelby Thames Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 674,062.00 feet** and **E 815,916.27 feet** on said East Zone Grid;
- thence run S40°32'55"W for 20.00 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Right and parallel to said Proposed Western Right of Way Line for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 674,059.83 feet** and **E 815,888.09 feet** on said East Zone Grid, said Arc having a Radius of 611.75 feet, a Chord Bearing N49°21'37"W and a Chord Distance of 20.00 feet,
- thence run N40°32'55"E for 20.00 feet to a ½ Inch Rebar representing a Point on said Proposed Western Right of Way Line,
- thence Southeasterly along said Proposed Western Right of Way Line and an Arc to the Left for 20.00 feet to the **Point of Beginning**, said Arc having a Radius of 591.75 feet, a Chord Bearing S49°21'26"E and a Chord Distance of 20.00 feet,
- comprising **0.01 Acres (400 Square Feet)**, more or less.

EASEMENT E6 – 15 Foot X 30 Foot Drainage Easement on the West Side of Shelby Thames Drive

A part of the Northwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 201.53 feet,
- thence run North for 2,124.39 feet to a ½ Inch Rebar representing a Point on the Proposed Western Right of Way Line of Shelby Thames Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 674,151.48 feet** and **E 815,829.05 feet** on said East Zone Grid;
- thence run S51°44'44"W for 15.00 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Right and parallel to said Proposed Western Right of Way Line for 30.77 feet to a ½ Inch Rebar having a Grid Value of **N 674,166.54 feet** and **E 815,798.87 feet** on said East Zone Grid, said Arc having a Radius of 606.75 feet, a Chord Bearing N36°45'11"W and a Chord Distance of 30.76 feet,
- thence run N54°39'46"E for 15.00 feet to a ½ Inch Rebar representing a Point on said Proposed Western Right of Way Line,
- thence Southeasterly along said Proposed Western Right of Way Line and an Arc to the Left for 30.00 feet to the **Point of Beginning**, said Arc having a Radius of 591.75 feet, a Chord Bearing S36°45'07"E and a Chord Distance of 30.00 feet,
- comprising **0.01 Acres (456 Square Feet)**, more or less.

EASEMENT E7 – 20 Foot Utility Easement running Between Shelby Thames Drive and Classic Drive

A part of the North ½ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 827.31 feet,
- thence run North for 1,724.05 feet to a ½ Inch Rebar representing the Intersection of the Northwestern Right of Way Line of Dixie Pipeline and the Proposed Eastern Right of Way Line of Shelby Thames Drive, a public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 673,751.14 feet** and **E 816,454.84 feet** on said East Zone Grid;
- thence run Northwesterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 10.05 feet to a ½ Inch Rebar, said Arc having a Radius of 1,156.79 feet, a Chord Bearing N39°39'12"W and a Chord Distance of 10.05 feet,
- thence run N45°03'21"E and parallel to said Northwestern Right of Way Line for 641.63 feet to a ½ Inch Rebar,
- thence run N85°21'59"E for 343.59 feet to a ½ Inch Rebar,
- thence run N05°39'07"E for 180.98 feet to a ½ Inch Rebar to a Point on the Proposed South Right of Way Line of Classic Drive, a public roadway, and having a Grid Value of **N 674,419.98 feet** and **E 817,262.85 feet** on said East Zone Grid,
- thence run Easterly along said Proposed South Right of Way Line and an Arc to the Left for 20.00 feet to a ½ Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing S84°20'53"E and a Chord Distance of 20.00 feet,
- thence run S05°39'07"W for 197.68 feet a ½ Inch Rebar,
- thence run S85°21'59"W for 352.94 feet to a Spike Nail, (Witness Corner: from said Spike Nail, run N85°21'59"E for 46.37 feet to a ½ Inch Rebar),

- thence run S45°03’21”W and parallel to said Northwestern Right of Way Line for 636.23 feet to a Spike Nail representing a Point on said Proposed Eastern Right of Way Line,
- thence run Northwesterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 10.05 feet to the **Point of Beginning**, said Arc having a Radius of 1,156.79 feet, a Chord Bearing N39°09’20”W and a Chord Distance of 10.05 feet,
- comprising **0.54 Acres (23,532 Square Feet)**, more or less.

EASEMENT E8 – 20 Foot Drainage Easement on the South side of Classic Drive

A part of the Northeast ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 2,484.25 feet,
- thence run North for 2,409.59 feet to a ½ Inch Rebar representing a Point on the Proposed South Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 674,436.68 feet** and **E 818,111.78 feet** on said East Zone Grid;
- thence run Easterly along said Proposed South Right of Way Line and an Arc to the Left for 20.99 feet to a ½ Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of N81°45'37"E and a Chord Distance of 20.99 feet,
- thence run S09°27'22"W for 86.26 feet to a ½ Inch Rebar having a Grid Value of **N 674,354.60 feet** and **E 818,118.39 feet** on said East Zone Grid,
- thence run N80°32'38"W for 20.00 feet to a ½ Inch Rebar,
- thence run N09°27'22"E for 79.88 feet to the **Point of Beginning**,
- comprising **0.04 Acres (1,661 Square Feet)**, more or less.

EASEMENT E9 – 20 Foot and varies Utility Easement on the South side of Classic Drive

A part of the Northeast ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West and a part of the Northwest ¼ of the Southwest ¼, Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 2,437.42 feet,
- thence run North for 2,403.27 feet to a ½ Inch Rebar representing a Point on the Proposed South Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 674,430.36 feet** and **E 818,064.95 feet** on said East Zone Grid;
- thence run Easterly along said Proposed South Right of Way Line and an Arc to the Left for 20.06 feet to a ½ Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing N82°32'20"E and a Chord Distance of 20.06 feet,
- thence run S11°47'41"E for 690.07 feet to a ½ Inch Rebar,
- thence run N73°39'51"E for 2.25 feet to a ½ Inch Rebar,
- thence run S16°20'09"E for 7.85 feet to a ½ Inch Rebar,
- thence run N62°54'31"E for 386.04 feet to a ½ Inch Rebar,
- thence run N70°07'14"E for 410.67 feet to a ½ Inch Rebar,
- thence run S19°52'46"E for 20.00 feet to a ½ Inch Rebar,
- thence run S70°07'14"W for 409.41 feet to a ½ Inch Rebar,
- thence run S62°54'31"W for 388.57 feet to a ½ Inch Rebar,
- thence run S16°20'09"E for 1.79 feet to a ½ Inch Rebar having a Grid Value of **N 673,729.31 feet** and **E 818,236.48 feet** on said East Zone Grid,
- thence run S73°39'51"W for 25.00 feet to a ½ Inch Rebar,
- thence run N16°20'09"W for 4.26 feet to a ½ Inch Rebar,
- thence run S84°19'47"W for 248.46 feet to a ½ Inch Rebar,
- thence run N05°40'13"W for 20.00 feet to a ½ Inch Rebar,

- thence run N84°19’47”E for 244.70 feet to a ½ Inch Rebar,
- thence run N16°20’09”W for 5.39 feet to a ½ Inch Rebar,
- thence run N73°39’51”E for 2.69 feet to a ½ Inch Rebar,
- thence run N11°47’41”W for 693.17 feet to the **Point of Beginning**,
- comprising **0.81 Acres (35,461 Square Feet)**, more or less.

EASEMENT E10 – 20 Foot Utility Easement on the East Side of Shelby Thames Drive

A part of the West ½ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of said Southwest ¼ of the Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 1,052.26 feet,
- thence run North for 1,284.54 feet to a ½ Inch Rebar representing a Point on the Proposed Eastern Right of Way Line of Shelby Thames Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 673,311.63 feet** and **E 816,679.79 feet** on said East Zone Grid;
- thence run N81°22'33"E for 202.45 feet to a ½ Inch Rebar,
- thence run S08°37'27"E for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 673,322.22 feet** and **E 816,882.95 feet** on said East Zone Grid,
- thence run S81°22'33"W for 200.44 feet to a ½ Inch Rebar representing a Point on said Proposed Eastern Right of Way Line,
- thence run Northwesterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 20.10 feet to the **Point of Beginning**, said Arc having a Radius of 1,169.99 feet, a Chord Bearing N14°22'53"W and a Chord Distance of 20.10 feet,
- comprising **0.09 Acres (4,028 Square Feet)**, more or less.

EASEMENT E21 – 20 Foot Utility Easement on the South Side of Proposed Southern Road

A part of the Southwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of said Southwest ¼ of the Southeast ¼:

- **Beginning** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run N00°14'12"E along the West Line of said Southwest ¼ of the Southeast ¼ for 20.00 feet;
- thence run S89°05'03"E and parallel to the Proposed Southern Right of Way Line of a Proposed unnamed public roadway for 135.23 feet,
- thence run Northeasterly along an Arc to the Left and parallel to said Proposed Southern Right of Way Line for 377.99 feet to a Point on the Proposed Western Right of Way Line of an unnamed public roadway, said Arc having a Radius of 1,000.05 feet, a Chord Bearing of N80°22'15"E and a Chord Distance of 375.74 feet,
- thence run S20°35'35"E along said Proposed Western Right of Way Line for 20.00 feet to a Concrete Monument representing the Southwest Corner of said Proposed Western Right of Way Line and having a Grid Valve of **N 672,089.06 feet** and **E 816,140.31 feet** on said East Zone Grid,
- thence run Southwesterly along an Arc to the Right and along said Proposed Southern Right of Way Line for 385.54 feet to a 5/8 Inch Rebar representing its Intersection with the South Line of said Southwest ¼ of the Southeast ¼, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of S80°22'05"W and a Chord Distance of 383.26 feet,
- thence run N89°05'03"W along said Proposed Southern Right of Way Line and along said South Line of the Southwest ¼ of the Southeast ¼ for 134.94 feet to the **Point of Beginning**,
- comprising **0.24 Acres (10,337 Square Feet)**, more or less.

EASEMENT E22 – 20 Foot Utility Easement on the South Side of Proposed Golf Course Road and the East Side of Proposed East Access Road

A part of the Northeast ¼ of the Southwest ¼ and the South ½ of the Northwest ¼ of Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997432 and a convergence angle of (minus) -0°16'19.80" at the Southeast Corner of said Northeast ¼ of the Southwest ¼:

- **Commencing** at a Concrete Monument representing said Southeast Corner of the Northeast ¼ of the Southwest ¼ and having a Grid Value of **N 673,309.57 feet** and **E 820,949.84 feet** on said East Zone Grid;
- thence run N00°16'14"E along the East Line of said Northeast ¼ of the Southwest ¼ for 123.25 feet to a ¾ Inch Crimp Top Pin representing its Intersection with the Existing and Proposed Northern Right of Way Line of Proposed Golf Course Road, an existing and proposed public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 673,432.82 feet** and **E 820,950.42 feet** on said East Zone Grid;
- thence run S00°16'14"W along said East Line for 20.42 feet,
- thence run S78°38'33"W and parallel to said Proposed Northern Right of Way Line for 265.50 feet,
- thence run Northwesterly along an Arc to the Right and parallel to said Proposed Northern Right of Way Line for 563.30 feet, said Arc having a Radius of 567.94 feet, a Chord Bearing of N72°56'37"W and a Chord Distance of 540.50 feet,
- thence run N44°31'47"W and parallel to said Proposed Northern Right of Way Line and its Northwesterly extension for 209.31 feet,
- thence run Northerly along an Arc to the Left and parallel to the Proposed Eastern Right of Way Line a Proposed unnamed roadway and its Southwesterly extension for 1,032.40 feet, said Arc having a Radius of 589.98 feet, a Chord Bearing of N05°08'43"W and a Chord Distance of 905.63 feet,
- thence run Northwesterly along an Arc to the Right and parallel to said Proposed Eastern Right of Way Line for 468.55 feet, said Arc having a Radius of 1,319.96 feet, a Chord Bearing of N45°06'23"W and a Chord Distance of 466.09 feet,

- thence run N34°52’34”W and parallel to said Proposed Eastern Right of Way Line for 104.03 feet to a Point on the Proposed Southern Right of Way Line of Classic Drive, a public roadway,
- thence run N57°00’49”E along said Proposed Southern Right of Way Line for 20.01 feet to a 5/8 Inch Rebar representing the Intersection of said Proposed Southern Right of Way Line and said Proposed Eastern Right of Way Line, said Intersection having a Grid Value of **N 674,995.05 feet** and **E 819,572.41 feet** on said East Zone Grid,
- thence run S34°52’34”E along said Proposed Eastern Right of Way Line for 103.36 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along an Arc to the Left and along said Proposed Eastern Right of Way Line for 461.44 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,299.96 feet, a Chord Bearing of S45°06’24”E and a Chord Distance of 459.02 feet,
- thence run Southerly along an Arc to the Right and along said Proposed Eastern Right of Way Line for 1,047.56 feet to a 5/8 Inch Rebar representing its intersection with said Proposed Northern Right of Way Line of Golf Course Road, said Arc having a Radius of 609.98 feet, a Chord Bearing of S06°04’37”E and a Chord Distance of 923.49 feet,
- thence run S44°31’47”E along said Proposed Northern Right of Way Line for 189.80 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along an Arc to the Left and along said Proposed Northern Right of Way Line for 543.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 547.94 feet, a Chord Bearing of S72°56’37”E and a Chord Distance of 521.46 feet,
- thence run N78°38’33”E along said Proposed Northern Right of Way Line for 269.62 feet to the **Point of Beginning**,
- comprising **1.21 Acres (52,582 Square Feet)**, more or less.

PARCEL SURVEY BOUNDARY DESCRIPTIONS:

State of Mississippi

County of Forrest

City of Hattiesburg

OVERALL PARCEL – South of Proposed South Right of Way Line of Classic Drive

All of the South ½ of the Southeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and all of the Southwest ¼ of the Southwest ¼, all of the Northeast ¼ of the Southwest ¼, a part of the Northwest ¼ of the Southwest ¼ and a part of the South ½ of the Northwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Beginning** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run N00°14'12"E along the West Line of said Southwest ¼ of the Southeast ¼ for 361.81 feet to a ¾ Inch Round Iron Pin representing the Southeast Corner of The Woodlands, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said County,
- thence run N00°13'05"E along said West Line for 461.40 feet to a Concrete Monument representing the Northeast Corner of said Woodlands subdivision,
- thence run N00°06'59"E along said West Line for 495.22 feet to a Concrete Monument representing the Northwest Corner of said Southwest ¼ of the Southeast ¼ and the Southwest Corner of the Northwest ¼ of said Southeast ¼, Section 35,
- thence run N00°20'23"E along the West Line of said Northwest ¼ of the Southeast ¼ for 164.54 feet to a ½ Inch Rebar,
- thence run N00°29'02"E along said West Line for 645.65 feet to a ½ Inch Rebar,
- thence run N00°07'54"W along said West Line for 489.92 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway, said Intersection having a Grid Value of **N 674,645.59 feet** and **E 815,637.09 feet** on said East Zone Grid, said Intersection also being 19.00 feet from a 2

Inch Round Iron Pin representing the Northwest Corner of said Northwest ¼ of the Southeast ¼ as measured S00°07’54”E along said West Line

- thence run Easterly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to its Intersection with the East Line of the Southeast ¼ of the Northwest ¼, said Section 36:
    - thence run N89°12’16”E for 64.38 feet to a Concrete Monument,
    - thence run S75°56’58”E for 82.83 feet to a 5/8 Inch Rebar having a Grid Value of **N 674,626.37 feet** and **E 815,781.82 feet** on said East Zone Grid,
    - thence run Southeasterly along an Arc to the Right for 298.28 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of S85°22’17”E and a Chord Distance of 297.99 feet,
    - thence run S80°58’59”E for 1,001.75 feet to a 5/8 Inch Rebar,
    - thence run Easterly along an Arc to the Left for 1,968.43 feet to a 5/8 Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of N82°57’50”E and a Chord Distance of 1,942.77 feet,
    - thence run N67°14’28”E for 245.74 feet to a 5/8 Inch Rebar,
    - thence run N58°29’05”E for 331.35 feet to a 5/8 Inch Rebar having a Grid Value of **N 674,951.57 feet** and **E 819,505.42 feet** on said East Zone Grid,
    - thence run N57°00’49”E for 79.86 feet to a 5/8 Inch Rebar,
    - thence run N56°50’16”E for 3.58 feet to a 5/8 Inch Rebar,
    - thence run Northeasterly along an Arc to the Right for 909.97 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of N73°31’37”E and a Chord Distance of 897.16 feet,
    - thence run S80°48’57”E for 529.67 feet to a 5/8 Inch Rebar representing said Intersection of said Proposed South Right of Way Line and said East Line of the Southeast ¼ of the Northwest ¼, said Point having a Grid Value of **N 675,166.87 feet** and **E 820,958.61 feet** on said East Zone Grid,
- thence run S00°16’14”W along said East Line of the Southeast ¼ of the Northwest ¼ and the East Line of said Northeast ¼ of the Southwest ¼, Section 36 for 1,857.33 feet to a Concrete Monument representing the Southeast Corner of said Northeast ¼ of the Southwest ¼ and having a Grid Value of **N 673,309.57 feet** and **E 820,949.84 feet** on said East Zone Grid,

- thence run N89°55’33”W along the South Line of said Northeast ¼ of the Southwest ¼, for 1,331.15 feet to a Concrete Monument representing the Southwest Corner of said Northeast ¼ of the Southwest ¼ and the Northeast Corner of said Southwest ¼ of the Southwest ¼, Section 36,
- thence run S00°56’14”E along the East Line of said Southwest ¼ of the Southwest ¼ for 329.49 feet to a ½ Inch Rebar,
- thence run S01°00’47”E along said East Line for 45.08 feet to a ¾ Inch Round Iron Pin,
- thence run S00°08’15”E along said East Line for 947.93 feet to a ¾ Inch Round Iron Pin representing the Southeast Corner of said Southwest ¼ of the Southwest ¼ and having a Grid Value of **N 671,988.84 feet** and **E 819,627.16 feet** on said East Zone Grid,
- thence run N89°28’53”W along the South Line of said Southwest ¼ of the Southwest ¼ for 1,348.84 feet to a Concrete Monument representing the Southwest Corner of said Section 36 and the Southeast Corner of said Section 35 and the Northeast Corner of The Preserve, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of Lamar County, Mississippi,
- thence run N89°47’32”W along the South Line of the Southeast ¼ of said Southeast ¼, Section 35 for 1,320.98 feet to a Concrete Monument representing the Southwest Corner of said Southeast ¼ of the Southeast ¼ and the Southeast Corner of said Southwest ¼ of the Southeast ¼, Section 35,
- thence run N89°05’03”W along the South Line of said Southwest ¼ of the Southeast ¼ for 1,330.03 feet to the **Point of Beginning**,
- comprising **291.55 Acres**, more or less.

OVERALL RIGHT OF WAY (ROW) PARCEL

(Proposed Southern Road, Shelby Thames Drive, Proposed East Access Road, Proposed Golf Course Road & Everglades)

A part of the South ½ of the Southeast ¼, and a part of the Northwest ¼ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and a part of the Southwest ¼ of the Southwest ¼, a part of the North ½ of the Southwest ¼, and a part of the South ½ of the Northwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Beginning** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run N00°14'12"E along the West Line of said Southwest ¼ of the Southeast ¼ for 110.33 feet to a 5/8 Inch Rebar having a Grid Value of **N 672,137.42 feet** and **E 815,627.99 feet** on said East Zone Grid;
- thence run S89°05'03"E for 136.95 feet to a 5/8 Inch Rebar,
- thence run Northeasterly along an Arc to the Left for 535.59 feet to a 5/8 Inch Rebar, said Arc having a Radius of 926.87 feet, a Chord Bearing of N74°21'41"E and a Chord Distance of 528.17 feet,
- thence run N57°48'26"E for 41.34 feet to a 5/8 Inch Rebar,
- thence run Northeasterly along an Arc to the Right for 466.51 feet to a Concrete Monument having a Grid Value of **N 672,515.66 feet** and **E 816,721.45 feet** on said East Zone Grid, said Arc having a Radius of 2,920.03 feet, a Chord Bearing of N62°23'02"E and a Chord Distance of 466.02 feet,
- thence run N22°20'41"W for 39.34 feet to a 5/8 Inch Rebar,
- thence run Northerly along an Arc to the Right for 315.62 feet to a 5/8 Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N12°43'22"W and a Chord Distance of 314.13 feet,
- thence run S86°53'56"W for 35.00 feet to a 5/8 Inch Rebar,
- thence run N01°37'54"W for 50.00 feet to a 5/8 Inch Rebar,

- thence run N89°50’16”E for 35.00 feet to a 5/8 Inch Rebar,
- thence run Northerly along an Arc to the Right for 50.94 feet to a 5/8 Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N01°23’30”E and a Chord Distance of 50.93 feet,
- thence run Northwesterly along an Arc to the Left for 1,264.59 feet to a Concrete Monument, said Arc having a Radius of 1,083.11 feet, a Chord Bearing of N30°26’59”W and a Chord Distance of 1,193.98 feet,
- thence run Northwesterly along an Arc to the Right for 654.32 feet to a Concrete Monument, said Arc having a Radius of 591.75 feet, a Chord Bearing of N32°02’49”W and a Chord Distance of 621.49 feet,
- thence run N00°22’11”W for 132.84 feet to a Concrete Monument representing its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway,
- thence run S75°56’58”E along said Proposed South Right of Way Line for 82.83 feet to a 5/8 Inch Rebar having a Grid Value of **N 674,626.37 feet** and **E 815,781.82 feet** on said East Zone Grid,
- thence run S00°18’42”E for 111.83 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Left for 566.76 feet to a Concrete Monument, said Arc having a Radius of 514.50 feet, a Chord Bearing of S31°52’10”E and a Chord Distance of 538.53 feet,
- thence run Southeasterly along an Arc to the Right for 831.07 feet to a Concrete Monument, said Arc having a Radius of 1,156.79 feet, a Chord Bearing of S43°29’34”E and a Chord Distance of 813.31 feet,
- thence run Southeasterly along an Arc to the Right for 526.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,169.99 feet, a Chord Bearing of S10°02’24”E and a Chord Distance of 522.04 feet,
- thence run Southerly along an Arc to the Left for 73.55 feet to a 5/8 Inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of S00°25’33”W and a Chord Distance of 73.53 feet,
- thence run N87°58’27”E for 35.00 feet to a 5/8 Inch Rebar,
- thence run S03°45’48”E for 50.00 feet to a 5/8 Inch Rebar,
- thence run S84°29’57”W for 35.00 feet to a 5/8 Inch Rebar,

- thence run Southerly along an Arc to the Left for 253.66 feet to a Concrete Monument, said Arc having a Radius of 859.44 feet, a Chord Bearing of S13°57’23”E and a Chord Distance of 252.74 feet,
- thence run S21°55’28”E for 39.33 feet to a Concrete Monument having a Grid Value of **N 672,545.82 feet** and **E 816,796.06 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the Right for 1,235.85 feet to a 5/8 Inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N80°39’58”E and a Chord Distance of 1,226.64 feet,
- thence run S87°12’28”E for 149.25 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along an Arc to the Right for 730.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,009.89 feet, a Chord Bearing of S66°29’11”E and a Chord Distance of 714.65 feet,
- thence run S45°45’53”E for 25.75 feet to a 5/8 Inch Rebar having a Grid Value of **N 672,434.41 feet** and **E 818,829.29 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the Left for 373.07 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of N29°54’24”E and a Chord Distance of 371.30 feet,
- thence run N20°14’33”E for 108.67 feet to a 5/8 Inch Rebar,
- thence run Northeasterly along an Arc to the Right for 911.43 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of N42°15’37”E and a Chord Distance of 889.16 feet,
- thence run N64°16’40”E for 210.09 feet to a 5/8 Inch Rebar,
- thence run Northerly along an Arc to the Left for 1,105.87 feet to a 5/8 Inch Rebar, said Arc having a Radius of 529.98 feet, a Chord Bearing of N04°30’04”E and a Chord Distance of 915.89 feet,
- thence run Northwesterly along an Arc to the Right for 489.84 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,379.96 feet, a Chord Bearing of N45°06’24”W and a Chord Distance of 487.27 feet,
- thence run N34°46’41”W for 106.08 feet to a 5/8 Inch Rebar representing at Point on said Proposed South Right of Way Line and having a Grid Value of **N 674,951.57 feet** and **E 819,505.42 feet** on said East Zone Grid,

- thence run N57°00’49”E along said Proposed South Right of Way Line for 79.86 feet to a 5/8 Inch Rebar,
- thence run S34°52’34”E for 103.36 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along an Arc to the Left for 461.44 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,299.96 feet, a Chord Bearing of S45°06’24”E and a Chord Distance of 459.02 feet,
- thence run Southerly along an Arc to the Right for 1,047.56 feet to a 5/8 Inch Rebar, said Arc having a Radius of 609.98 feet, a Chord Bearing of S06°04’37”E and a Chord Distance of 923.49 feet,
- thence run S44°31’47”E for 189.80 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along an Arc to the Left for 543.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 547.94 feet, a Chord Bearing of S72°56’37”E and a Chord Distance of 521.46 feet,
- thence run N78°38’33”E for 269.62 feet to a ¾ Inch Crimp Top Pin representing the Intersection of the East Line of said Northeast ¼ of the Southwest ¼, Section 36 and the Existing Northern Right of Way Line of Golf Course Road, a public roadway, said Point of Intersection having a Grid Value of **N 673,432.82 feet** and **E 820,950.42 feet** on said East Zone Grid,
- thence run S00°16’14”W along said East Line for 51.05 feet to a 5/8 Inch Rebar representing its Intersection with the Existing Southern Right of Way Line of said Golf Course Road,
- thence run S78°38’33”W for 259.33 feet to a 5/8 Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 593.06 feet to a 5/8 Inch Rebar, said Arc having a Radius of 597.94 feet, a Chord Bearing of N72°56’37”W and a Chord Distance of 569.05 feet,
- thence run N44°31’47”W for 189.80 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Right for 175.22 feet to a 5/8 Inch Rebar, said Arc having a Radius of 609.98 feet, a Chord Bearing of S56°02’55”W and a Chord Distance of 174.62 feet,
- thence run S64°16’40”W for 210.09 feet to a 5/8 Inch Rebar,

- thence run Southwesterly along an Arc to the Left for 849.94 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of S42°15’37”W and a Chord Distance of 829.18 feet,
- thence run S20°14’33”W for 108.67 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Right for 406.58 feet to a 5/8 Inch Rebar having a Grid Value of **N 672,378.42 feet** and **E 818,886.78 feet** on said East Zone Grid, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of S30°03’52”W and a Chord Distance of 404.59 feet,
- thence run S45°45’53”E for 33.85 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along and Arc to the Left for 686.64 feet to a 5/8 Inch Rebar, said Arc having a Radius of 899.92 feet, a Chord Bearing of S67°37’23”E and a Chord Distance of 670.10 feet,
- thence run S89°28’53”E for 41.21 feet to a 5/8 Inch Rebar,
- thence run N00°08’15”W and parallel to the East Line of said Southwest ¼ of the Southwest ¼, Section 36 for 459.28 feet to a 5/8 Inch Rebar,
- thence run N89°51’45”E for 55.00 feet to a 5/8 Inch Rebar representing a Point on said East Line,
- thence run S00°08’15”E along said East Line for 569.91 feet to a ¾ Inch Round Iron Pin representing the Southeast Corner of said Southwest ¼ of the Southwest ¼ and having a Grid Value of **N 671,988.84 feet** and **E 819,627.16 feet** on said East Zone Grid,
- thence run N89°28’53”W along the South Line of said Southwest ¼ of the Southwest ¼ for 97.47 feet to a 5/8 Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 770.56 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,009.90 feet, a Chord Bearing of N67°37’23”W and a Chord Distance of 752.00 feet,
- thence run N45°45’53”W for 139.85 feet to a 5/8 Inch Rebar,
- thence run Northwesterly along an Arc to the Left for 650.92 feet to a 5/8 Inch Rebar, said Arc having a Radius of 899.90 feet, a Chord Bearing of N66°29’11”W and a Chord Distance of 636.82 feet,
- thence run N87°12’28”W for 149.25 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 1,675.81 feet to a 5/8 Inch Rebar having a Grid Value of **N 672,227.25 feet** and **E 816,401.14 feet** on said East Zone Grid,

said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S75°42’20”W and a Chord Distance of 1,651.08 feet,

- thence run S31°47’28”E for 107.65 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Right for 133.37 feet to a 5/8 Inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of **N 672,013.01 feet** and **E 816,508.49 feet** on said East Zone Grid, said Arc having a Radius of 407.55 feet, a Chord Bearing of S22°24’59”E and a Chord Distance of 132.77 feet,
- thence run N89°05’03”W along said South Line for 86.79 feet to a 5/8 Inch Rebar,
- thence run Northwesterly along an Arc to the Left for 90.22 feet to a Concrete Monument, said Arc having a Radius of 263.60 feet, a Chord Bearing of N21°59’11”W and a Chord Distance of 89.78 feet,
- thence run N31°47’28”W for 103.46 feet to a Concrete Monument and having a Grid Value of **N 672,185.60 feet** and **E 816,333.58 feet** on said East Zone Grid,
- thence run Southwesterly along an Arc to the Right for 601.99 feet to a 5/8 Inch Rebar representing a Point on said South Line of the Southwest ¼ of the Southeast ¼, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of S74°17’21”W and a Chord Distance of 593.29 feet,
- thence run N89°05’03”W along said South Line for 134.94 feet to the **Point of Beginning,**
- comprising **23.81 Acres**, more or less.

RIGHT OF WAY PARCEL ROW1 – Existing Shelby Thames Drive & Everglades

A part of the South ½ of the Southeast ¼, and a part of the Northwest ¼ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid,
- thence run S89°05'03"E along the South Line of said Southwest ¼ of the Southeast ¼ for 134.94 feet to a 5/8 Inch Rebar;
- thence run Northeasterly along an Arc to the Left for 385.54 feet to a Concrete Monument representing the **Point of Beginning** having a Grid Value of **N 672,089.06 feet** and **E 816,140.31 feet** on said East Zone Grid, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of N80°22'05"E and a Chord Distance of 383.26 feet;
- thence run N20°35'35"W for 110.72 feet to a 5/8 Inch Rebar,
- thence run Northeasterly along an Arc to the Left for 192.31 feet to a 5/8 Inch Rebar, said Arc having a Radius of 926.87 feet, a Chord Bearing of N63°45'04"E and a Chord Distance of 191.97 feet,
- thence run N57°48'26"E for 41.34 feet to a 5/8 Inch Rebar,
- thence run Northeasterly along an Arc to the Right for 466.51 feet to a Concrete Monument having a Grid Value of **N 672,515.66 feet** and **E 816,721.45 feet** on said East Zone Grid, said Arc having a Radius of 2,920.03 feet, a Chord Bearing of N62°23'02"E and a Chord Distance of 466.02 feet,
- thence run N22°20'41"W for 39.34 feet to a 5/8 Inch Rebar,
- thence run Northerly along an Arc to the Right for 315.62 feet to a 5/8 Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N12°43'22"W and a Chord Distance of 314.13 feet,
- thence run S86°53'56"W for 35.00 feet to a 5/8 Inch Rebar,
- thence run N01°37'54"W for 50.00 feet to a 5/8 Inch Rebar,
- thence run N89°50'16"E for 35.00 feet to a 5/8 Inch Rebar,

- thence run Northerly along an Arc to the Right for 50.94 feet to a 5/8 Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N01°23’30”E and a Chord Distance of 50.93 feet,
- thence run Northwesterly along an Arc to the Left for 1,264.59 feet to a Concrete Monument, said Arc having a Radius of 1,083.11 feet, a Chord Bearing of N30°26’59”W and a Chord Distance of 1,193.98 feet,
- thence run Northwesterly along an Arc to the Right for 654.32 feet to a Concrete Monument, said Arc having a Radius of 591.75 feet, a Chord Bearing of N32°02’49”W and a Chord Distance of 621.49 feet,
- thence run N00°22’11”W for 132.84 feet to a Concrete Monument representing its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway,
- thence run S75°56’58”E along said Proposed South Right of Way Line for 82.83 feet to a 5/8 Inch Rebar having a Grid Value of **N 674,626.37 feet** and **E 815,781.82 feet** on said East Zone Grid,
- thence run S00°18’42”E for 111.83 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Left for 566.76 feet to a Concrete Monument, said Arc having a Radius of 514.50 feet, a Chord Bearing of S31°52’10”E and a Chord Distance of 538.53 feet,
- thence run Southeasterly along an Arc to the Right for 831.07 feet to a Concrete Monument, said Arc having a Radius of 1,156.79 feet, a Chord Bearing of S43°29’34”E and a Chord Distance of 813.31 feet,
- thence run Southeasterly along an Arc to the Right for 526.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,169.99 feet, a Chord Bearing of S10°02’24”E and a Chord Distance of 522.04 feet,
- thence run Southerly along an Arc to the Left for 73.55 feet to a 5/8 Inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of S00°25’33”W and a Chord Distance of 73.53 feet,
- thence run N87°58’27”E for 35.00 feet to a 5/8 Inch Rebar,
- thence run S03°45’48”E for 50.00 feet to a 5/8 Inch Rebar,
- thence run S84°29’57”W for 35.00 feet to a 5/8 Inch Rebar,

- thence run Southerly along an Arc to the Left for 253.66 feet to a Concrete Monument, said Arc having a Radius of 859.44 feet, a Chord Bearing of S13°57’23”E and a Chord Distance of 252.74 feet,
- thence run S21°55’28”E for 39.33 feet to a Concrete Monument having a Grid Value of **N 672,545.82 feet** and **E 816,796.06 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the Right for 222.40 feet to a 5/8 Inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N70°43’20”E and a Chord Distance of 222.34 feet,
- thence run S17°05’44”E for 109.98 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 700.53 feet to a 5/8 Inch Rebar having a Grid Value of **N 672,227.25 feet** and **E 816,401.14 feet** on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S65°45’42”W and a Chord Distance of 698.71 feet,
- thence run S31°47’28”E for 107.65 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Right for 133.37 feet to a 5/8 Inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of **N 672,013.01 feet** and **E 816,508.49 feet** on said East Zone Grid, said Arc having a Radius of 407.55 feet, a Chord Bearing of S22°24’59”E and a Chord Distance of 132.77 feet,
- thence run N89°05’03”W along said South Line for 86.79 feet to a 5/8 Inch Rebar,
- thence run Northwesterly along an Arc to the Left for 90.22 feet to a Concrete Monument, said Arc having a Radius of 263.60 feet, a Chord Bearing of N21°59’11”W and a Chord Distance of 89.78 feet,
- thence run N31°47’28”W for 103.46 feet to a Concrete Monument and having a Grid Value of **N 672,185.60 feet** and **E 816,333.58 feet** on said East Zone Grid,
- thence run Southwesterly along an Arc to the Right for 216.45 feet to the **Point of Beginning**, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of S63°27’41”W and a Chord Distance of 216.04 feet,
- comprising **7.55 Acres**, more or less.

RIGHT OF WAY PARCEL ROW2 – Proposed Roadway South & West of Shelby Thames Drive

A part of the Southwest ¼ of the Southeast ¼, in Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of said Southwest ¼ of the Southeast ¼:

- **Beginning** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run N00°14'12"E along the West Line of said Southwest ¼ of the Southeast ¼ for 110.33 feet to a 5/8 Inch Rebar;
- thence run S89°05'03"E for 136.95 feet to a 5/8 Inch Rebar,
- thence run Northeasterly along an Arc to the Left for 343.28 feet to a 5/8 Inch Rebar representing the Northwest Corner of the Proposed Western Right of Way Line of an unnamed public roadway, said Arc having a Radius of 926.87 feet, a Chord Bearing of N80°18'19"E and a Chord Distance of 341.33 feet,
- thence run S20°35'35"E along said Proposed Western Right of Way Line for 110.72 feet to a Concrete Monument representing the Southwest Corner of said Proposed Western Right of Way Line and having a Grid Value of **N 672,089.06 feet** and **E 816,140.31 feet** on said East Zone Grid,
- thence run Southwesterly along an Arc to the Right for 385.54 feet to a 5/8 Inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of S80°22'05"W and a Chord Distance of 383.26 feet,
- thence run N89°05'03"W along said South Line for 134.94 feet to the **Point of Beginning,**
- comprising **1.27 Acres**, more or less.

RIGHT OF WAY PARCEL ROW3 – Proposed Southern Road, Proposed East Access Road & Proposed Golf Course Road

A part of the Southeast ¼ of the Southeast ¼, in Section 35, Township 5 North, Range 14 West, and a part of the Southwest ¼ of the Southwest ¼, a part of the North ½ of the Southwest ¼, and a part of the South ½ of the Northwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997554 and a convergence angle of (minus) -0°16'27.59" at the Southeast Corner of said Southwest ¼ of the Southwest ¼, Section 36:

- **Commencing** at a ¾ Inch Round Iron Pin representing said Southeast Corner of the Southwest ¼ of the Southwest ¼, and having a Grid Value of **N 671,988.84 feet** and **E 819,627.16 feet** on said East Zone Grid,
- thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southwest ¼ for 55.00 feet to a 5/8 Inch Rebar representing the **Point of Beginning** and having a Grid Value of **N 671,989.34 feet** and **E 819,572.15 feet** on said East Zone Grid;
- thence continue N89°28'53"W along said South Line of said Southwest ¼ of the Southwest ¼ for 42.47 feet to a 5/8 Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 770.56 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,009.90 feet, a Chord Bearing of N67°37'23"W and a Chord Distance of 752.00 feet,
- thence run N45°45'53"W for 139.85 feet to a 5/8 Inch Rebar,
- thence run Northwesterly along an Arc to the Left for 650.92 feet to a 5/8 Inch Rebar, said Arc having a Radius of 899.90 feet, a Chord Bearing of N66°29'11"W and a Chord Distance of 636.82 feet,
- thence run N87°12'28"W for 149.25 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 975.28 feet to a 5/8 Inch Rebar representing the Southeast Corner of the Proposed Eastern Right of Way Line of an unnamed public roadway, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S82°50'54"W and a Chord Distance of 970.39 feet,
- thence run N17°05'44"W along said Proposed Eastern Right of Way Line for 109.98 feet to a 5/8 Inch Rebar representing the Northeast Corner of said Proposed Eastern Right of Way Line,

- thence run Northeasterly along an Arc to the Right for 1,013.45 feet to a 5/8 Inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N82°50’54”E and a Chord Distance of 1,008.37 feet,
- thence run S87°12’28”E for 149.25 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along an Arc to the Right for 730.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,009.89 feet, a Chord Bearing of S66°29’11”E and a Chord Distance of 714.65 feet,
- thence run S45°45’53”E for 25.75 feet to a 5/8 Inch Rebar having a Grid Value of **N 672,434.41 feet** and **E 818,829.29 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the Left for 373.07 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of N29°54’24”E and a Chord Distance of 371.30 feet,
- thence run N20°14’33”E for 108.67 feet to a 5/8 Inch Rebar,
- thence run Northeasterly along an Arc to the Right for 911.43 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of N42°15’37”E and a Chord Distance of 889.16 feet,
- thence run N64°16’40”E for 210.09 feet to a 5/8 Inch Rebar,
- thence run Northerly along an Arc to the Left for 1,105.87 feet to a 5/8 Inch Rebar, said Arc having a Radius of 529.98 feet, a Chord Bearing of N04°30’04”E and a Chord Distance of 915.89 feet,
- thence run Northwesterly along an Arc to the Right for 489.84 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,379.96 feet, a Chord Bearing of N45°06’24”W and a Chord Distance of 487.27 feet,
- thence run N34°46’41”W for 106.08 feet to a 5/8 Inch Rebar representing at Point on the Proposed South Right of Way Line of Classic Drive, a public roadway, and having a Grid Value of **N 674,951.57 feet** and **E 819,505.42 feet** on said East Zone Grid,
- thence run N57°00’49”E along said Proposed South Right of Way Line for 79.86 feet to a 5/8 Inch Rebar,
- thence run S34°52’34”E for 103.36 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along an Arc to the Left for 461.44 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,299.96 feet, a Chord Bearing of S45°06’24”E and a Chord Distance of 459.02 feet,

- thence run Southerly along an Arc to the Right for 1,047.56 feet to a 5/8 Inch Rebar, said Arc having a Radius of 609.98 feet, a Chord Bearing of S06°04’37”E and a Chord Distance of 923.49 feet,
- thence run S44°31’47”E for 189.80 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along an Arc to the Left for 543.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 547.94 feet, a Chord Bearing of S72°56’37”E and a Chord Distance of 521.46 feet,
- thence run N78°38’33”E for 269.62 feet to a ¾ Inch Crimp Top Pin representing the Intersection of the East Line of said Northeast ¼ of the Southwest ¼, Section 36 and the Existing Northern Right of Way Line of Golf Course Road, a public roadway, said Point of Intersection having a Grid Value of **N 673,432.82 feet** and **E 820,950.42 feet** on said East Zone Grid,
- thence run S00°16’14”W along said East Line for 51.05 feet to a 5/8 Inch Rebar representing its Intersection with the Existing Southern Right of Way Line of said Golf Course Road,
- thence run S78°38’33”W for 259.33 feet to a 5/8 Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 593.06 feet to a 5/8 Inch Rebar, said Arc having a Radius of 597.94 feet, a Chord Bearing of N72°56’37”W and a Chord Distance of 569.05 feet,
- thence run N44°31’47”W for 189.80 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Right for 175.22 feet to a 5/8 Inch Rebar, said Arc having a Radius of 609.98 feet, a Chord Bearing of S56°02’55”W and a Chord Distance of 174.62 feet,
- thence run S64°16’40”W for 210.09 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 849.94 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of S42°15’37”W and a Chord Distance of 829.18 feet,
- thence run S20°14’33”W for 108.67 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Right for 406.58 feet to a 5/8 Inch Rebar having a Grid Value of **N 672,378.42 feet** and **E 818,886.78 feet** on said East Zone Grid, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of S30°03’52”W and a Chord Distance of 404.59 feet,

- thence run S45°45’53”E for 33.85 feet to a 5/8 Inch Rebar,
- thence run Southeasterly along and Arc to the Left for 686.64 feet to a 5/8 Inch Rebar, said Arc having a Radius of 899.92 feet, a Chord Bearing of S67°37’23”E and a Chord Distance of 670.10 feet,
- thence run S89°28’53”E for 41.21 feet to a 5/8 Inch Rebar representing a Point on the Proposed West Right of Way Line of West Hills Drive, a public roadway,
- thence run S00°08’15”E along said Proposed West Right of Way Line for 109.99 feet to the **Point of Beginning,**
- comprising **14.27 Acres**, more or less.

RIGHT OF WAY PARCEL ROW4 – Existing West Hills Drive

A part of the Southwest ¼ of the Southwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997554 and a convergence angle of (minus) -0°16'27.59" at the Southeast Corner of said Southwest ¼ of the Southwest ¼:

- **Beginning** at a ¾ Inch Round Iron Pin representing said Southeast Corner of the Southwest ¼ of the Southwest ¼, and having a Grid Value of **N 671,988.84 feet** and **E 819,627.16 feet** on said East Zone Grid;
- thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southwest ¼ for 55.00 feet to a 5/8 Inch Rebar having a Grid Value of **N 671,989.34 feet** and **E 819,572.15 feet** on said East Zone Grid,
- thence run N00°08'15"W and parallel to the East Line of said Southwest ¼ of the Southwest ¼ for 109.99 feet to a 5/8 Inch Rebar,
- thence continue N00°08'15"W and parallel to said East Line for 459.28 feet to a 5/8 Inch Rebar,
- thence run N89°51'45"E for 55.00 feet to a 5/8 Inch Rebar representing a Point on said East Line and having a Grid Value of **N 672,558.74 feet** and **E 819,625.79 feet** on said East Zone Grid,
- thence run S00°08'15"E along said East Line for 569.91 feet to the **Point of Beginning**,
- comprising **0.72 Acres**, more or less.

PARCEL 1 – Reserved Recreation Parcel

A part of the Southeast ¼, Section 35, Township 5 North, Range 14 West, and a part of the West ½ of the Southwest ¼ and a part of the Northeast ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 1,168.53 feet,
- thence run North 518.72 feet to a Concrete Monument representing the Intersection of the Proposed Northern Right of Way Line of a Proposed unnamed public roadway and the Eastern Right of Way Line of Shelby Thames Drive, a public roadway, and the **Point of Beginning**, said Intersection also having a Grid Value of **N 672,545.82 feet** and **E 816,796.06 feet** on said East Zone Grid;
- thence run Northerly along said Proposed Eastern Right of Way Line for the next 7 calls:
    - thence run N21°55'28"W for 39.33 feet to a Concrete Monument,
    - thence run Northerly along an Arc to the Right for 253.66 feet to a 5/8 Inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of N13°57'23"W and a Chord Distance of 252.74 feet,
    - thence run N84°29'57"E for 35.00 feet to a 5/8 Inch Rebar,
    - thence run N03°45'48"W for 50.00 feet to a 5/8 Inch Rebar,
    - thence run S87°58'27"W for 35.00 feet to a 5/8 Inch Rebar,
    - thence run Northerly along an Arc to the Right for 73.55 feet to a 5/8 Inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of N00°25'33"E and a Chord Distance of 73.53 feet,
    - thence run Northwesterly along an Arc to the Left for 496.40 feet to a ½ Inch Rebar having a Grid Value of **N 673,439.33 feet** and **E 816,637.89 feet** on said East Zone Grid, said Arc having a Radius of 1,169.99 feet, a Chord Bearing of N09°18'14"W and a Chord Distance of 492.69 feet,
- thence run N61°45'36"E for 63.33 feet to a ½ Inch Rebar;

- thence run Easterly along an Arc to the Right for 90.40 feet to a ½ Inch Rebar, said Arc having a Radius of 90.00 feet, a Chord Bearing of S89°27'51"E and a Chord Distance of 86.65 feet,
- thence run S60°41'18"E for 82.86 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc to the Left for 122.82 feet to a ½ Inch Rebar, said Arc having a Radius of 379.00 feet, a Chord Bearing of S69°58'21"E and a Chord Distance of 122.29 feet,
- thence run S79°15'24"E for 161.31 feet to a ½ Inch Rebar,
- thence run S83°53'28"E for 36.42 feet to a ½ Inch Rebar,
- thence run S88°04'37"E for 67.31 feet to a ½ Inch Rebar,
- thence run N87°54'09"E for 35.99 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc to the Right for 45.05 feet to a ½ Inch Rebar, said Arc having a Radius of 70.00 feet, a Chord Bearing of S73°39'29"E and a Chord Distance of 44.28 feet,
- thence run N79°29'21"E for 94.53 feet to a ½ Inch Rebar,
- thence run Northeasterly along an Arc to the Right for 152.11 feet to a ½ Inch Rebar, said Arc having a Radius of 145.00 feet, a Chord Bearing of N19°07'39"E and a Chord Distance of 145.23 feet,
- thence run N29°15'27"W for 246.22 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 551.41 feet to a ½ Inch Rebar, said Arc having a Radius of 740.00 feet, a Chord Bearing of N30°45'49"W and a Chord Distance of 538.74 feet,
- thence run N09°25'00"W for 288.28 feet to a ½ Inch Rebar representing a Point on the Proposed South Right of Way Line of Classic Drive, a public roadway,
- thence run S80°58'59"E along said Proposed South Right of Way Line for 63.62 feet to a 5/8 Inch Rebar,
- thence run Easterly along said Proposed South Right of Way Line and an Arc to the Left for 110.29 feet to a ½ Inch Rebar having a Grid Value of **N 674,429.75 feet** and **E 817,177.38 feet** on said East Zone Grid, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S81°52'56"E and a Chord Distance of 110.28 feet,
- thence run S08°01'02"W for 183.08 feet to a ½ Inch Rebar,
- thence run S43°21'51"E for 334.19 feet to a ½ Inch Rebar,

- thence run S47°59’58”E for 405.57 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc Right to the for 108.94 feet to a ½ Inch Rebar, said Arc having a Radius of 150.00 feet, a Chord Bearing of S27°11’32”E and a Chord Distance of 106.57 feet,
- thence run S06°23’06”E for 188.49 feet to a ½ Inch Rebar,
- thence run Easterly along an Arc to the Right for 244.15 feet to a ½ Inch Rebar, said Arc having a Radius of 395.00 feet, a Chord Bearing of S78°40’38”E and a Chord Distance of 240.28 feet,
- thence run S60°58’12”E for 201.38 feet to a ½ Inch Rebar,
- thence run Northeasterly along an Arc to Left the for 148.82 feet to a ½ Inch Rebar, said Arc having a Radius of 50.00 feet, a Chord Bearing of N33°45’40”E and a Chord Distance of 99.66 feet,
- thence run Northwesterly along an Arc to the Right for 107.57 feet to a ½ Inch Rebar, said Arc having a Radius of 170.00 feet, a Chord Bearing of N33°22’49”W and a Chord Distance of 105.78 feet,
- thence run N15°15’09”W for 248.54 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Left for 412.41 feet to a ½ Inch Rebar, said Arc having a Radius of 1,000.00 feet, a Chord Bearing of N27°04’02”W and a Chord Distance of 409.50 feet,
- thence run Northeasterly along an Arc to the Right for 94.75 feet to a ½ Inch Rebar, said Arc having a Radius of 50.00 feet, a Chord Bearing of N15°24’11”E and a Chord Distance of 81.19 feet,
- thence run N69°41’18”E for 161.71 feet to a ½ Inch Rebar,
- thence run Easterly along an Arc to the Right for 110.50 feet to a ½ Inch Rebar, said Arc having a Radius of 80.00 feet, a Chord Bearing of S70°44’28”E and a Chord Distance of 101.92 feet,
- thence run Southeasterly along an Arc to the Left for 111.09 feet to a ½ Inch Rebar, said Arc having a Radius of 110.04 feet, a Chord Bearing of S59°22’20”E and a Chord Distance of 106.43 feet,
- thence run S88°17’57”E for 242.00 feet to a ½ Inch Rebar,
- thence run N45°42’31”E for 34.74 feet to a ½ Inch Rebar,
- thence run N00°17’02”W for 236.43 feet to a ½ Inch Rebar,

- thence run Northerly along an Arc to the Left for 124.35 feet to a ½ Inch Rebar, said Arc having a Radius of 475.00 feet, a Chord Bearing of N07°47’02”W and a Chord Distance of 124.00 feet,
- thence run N15°17’02”W for 13.20 feet to a ½ Inch Rebar representing a Point on said Proposed South Right of Way Line of Classic Drive and having a Grid Value of **N 674,518.39 feet** and **E 818,515.85 feet** on said East Zone Grid,
- thence run Easterly along an Arc to the Left for 50.00 feet to a ½ Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of N74°47’45”E and a Chord Distance of 50.00 feet,
- thence run S15°17’02”E for 13.13 feet to a ½ Inch Rebar,
- thence run Southerly along an Arc to the Right for 137.44 feet to a ½ Inch Rebar, said Arc having a Radius of 525.00 feet, a Chord Bearing of S07°47’02”E and a Chord Distance of 137.05 feet,
- thence run Southeasterly along an Arc to the Left for 96.87 feet to a ½ Inch Rebar, said Arc having a Radius of 95.62 feet, a Chord Bearing of S29°18’17”E and a Chord Distance of 92.78 feet,
- thence run Southeasterly along an Arc to the Left for 237.31 feet to a ½ Inch Rebar, said Arc having a Radius of 474.75 feet, a Chord Bearing of S72°38’54”E and a Chord Distance of 234.85 feet,
- thence run Northeasterly along an Arc to the Right for 112.46 feet to a ½ Inch Rebar, said Arc having a Radius of 316.50 feet, a Chord Bearing of N37°08’51”E and a Chord Distance of 111.87 feet,
- thence run Northeasterly along an Arc to the Right for 136.82 feet to a ½ Inch Rebar, said Arc having a Radius of 200.00 feet, a Chord Bearing of N20°37’53”E and a Chord Distance of 134.17 feet,
- thence run N40°13’47”E for 73.87 feet to a ½ Inch Rebar,
- thence run Easterly along an Arc to the Right for 147.15 feet to a ½ Inch Rebar, said Arc having a Radius of 100.00 feet, a Chord Bearing of N82°23’10”E and a Chord Distance of 134.23 feet,
- thence run S55°27’26”E for 400.12 feet to a ½ Inch Rebar,

- thence run Southeasterly along an Arc to the Right for 284.24 feet to a ½ Inch Rebar, said Arc having a Radius of 300.00 feet, a Chord Bearing of S28°18’50”E and a Chord Distance of 273.73 feet,
- thence run S01°10’14”E for 550.95 feet to a ½ Inch Rebar representing a Point on the Proposed Northwestern Right of Way Line of an unnamed Proposed Roadway, and having a Grid Value of **N 673,502.32 feet** and **E 819,621.94 feet** on said East Zone Grid,
- thence run Southwesterly along said Proposed Northwestern Right of Way Line for the next 3 calls to its Intersection with said Proposed Northern Right of Way Line of an unnamed Proposed Roadway:
    - thence run Southwesterly along an Arc to the Left for 880.11 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of S41°30’13”W and a Chord Distance of 860.05 feet,
    - thence run S20°14’33”W for 108.67 feet to a 5/8 Inch Rebar,
    - thence run Southwesterly along an Arc to the Right for 373.07 feet to a 5/8 Inch Rebar representing said Intersection and having a Grid Value of **N 672,434.41 feet** and **E 818,829.29 feet** on said East Zone Grid, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of S29°54’24”W and a Chord Distance of 371.30 feet,
- thence run Westerly along said Proposed Northern Right of Way Line for the next 4 calls to the **Point of Beginning**:
    - thence run N45°45’53”W for 25.75 feet to a 5/8 Inch Rebar,
    - thence run Northwesterly along an Arc to the Left for 730.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,009.89 feet, a Chord Bearing of N66°29’11”W and a Chord Distance of 714.65 feet,
    - thence run N87°12’28”W for 149.25 feet to a 5/8 Inch Rebar,
    - thence run Southwesterly along an Arc to the Left for 1,235.85 feet to the **Point of Beginning**, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of S80°39’58”W and a Chord Distance of 1,226.64 feet,
- comprising **79.70 Acres**, more or less.

PARCEL 2 – Reserved Recreation Parcel

A part of the West ½ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run N00°14'12"E along the West Line of said Southwest ¼ of the Southeast ¼ for 361.81 feet to a ¾ Inch Round Iron Pin representing the Southeast Corner of The Woodlands, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said County,
- thence run N00°13'05"E along said West Line for 461.40 feet to a Concrete Monument representing the Northeast Corner of said Woodlands subdivision,
- thence run N00°06'59"E along said West Line for 166.78 feet to a ½ Inch Rebar representing the **Point of Beginning** and having a Grid Value of **N 673,017.07 feet** and **E 815,631.12 feet** on said East Zone Grid;
- thence continue N00°06'59"E along said West Line for 328.44 feet to a Concrete Monument representing the Northwest Corner of said Southwest ¼ of the Southeast ¼ and the Southwest Corner of the Northwest ¼ of said Southeast ¼, Section 35,
- thence run N00°20'23"E along the West Line of said Northwest ¼ of the Southeast ¼ for 164.54 feet to a ½ Inch Rebar,
- thence run N00°29'02"E along said West Line for 645.65 feet to a ½ Inch Rebar,
- thence run N00°07'54"W along said West Line for 489.92 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway, said Intersection having a Grid Value of **N 674,645.59 feet** and **E 815,637.09 feet** on said East Zone Grid, said Intersection also being 19.00 feet from a 2 Inch Round Iron Pin representing the Northwest Corner of said Northwest ¼ of the Southeast ¼ as measured S00°07'54"E along said West Line,

- thence run N89°12’16”E along said Proposed South Right of Way Line for 64.38 feet to a Concrete Monument representing its Intersection with the Proposed Western Right of Way Line of Shelby Thames Drive, a public roadway,
- thence run Southerly along said Proposed Western Right of Way Line for the next 8 calls to its Intersection with the Proposed Northern Right of Way Line of an unnamed Proposed Roadway:
    - thence run S00°22’11”E for 132.84 feet to a Concrete Monument,
    - thence run Southeasterly along an Arc to the Left for 654.32 feet to a Concrete Monument, said Arc having a Radius of 591.75 feet, a Chord Bearing of S32°02’49”E and a Chord Distance of 621.49 feet,
    - thence run Southeasterly along an Arc to the Right for 1,264.59 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,083.11 feet, a Chord Bearing of S30°26’59”E and a Chord Distance of 1,193.98 feet,
    - thence run Southerly along an Arc to the Right for 50.94 feet to a 5/8 Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of S01°23’30”W and a Chord Distance of 50.93 feet,
    - thence run S89°50’16”W for 35.00 feet to a 5/8 Inch Rebar,
    - thence run S01°37’54”E for 50.00 feet to a 5/8 Inch Rebar,
    - thence run N86°53’56”E for 35.00 feet to a 5/8 Inch Rebar,
    - thence run Southerly along an Arc to the Left for 315.62 feet to a 5/8 Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of S12°43’22”E and a Chord Distance of 314.13 feet,
    - thence run S22°20’41”E for 39.34 feet to a Concrete Monument representing said Intersection and having a Grid Value of **N 672,515.66 feet** and **E 816,721.45 feet** on said East Zone Grid,
- thence run Southwesterly along said Proposed Northern Right of Way Line and an Arc to the Left for 100.05 feet to a ½ Inch Rebar, said Arc having a Radius of 2,920.03 feet, a Chord Bearing of S65°58’46”W and a Chord Distance of 100.04 feet,
- thence run N22°20’41”W for 42.26 feet to a ½ Inch Rebar,
- thence run Northerly along an Arc to the Right for 458.99 feet to a ½ Inch Rebar, said Arc having a Radius of 1,039.69 feet, a Chord Bearing of N09°41’51”W and a Chord Distance of 455.28 feet,

- thence run Northerly along an Arc to the Left for 54.30 feet to a ½ Inch Rebar, said Arc having a Radius of 983.11 feet, a Chord Bearing of N01°24’57”E and a Chord Distance of 54.30 feet,
- thence run West for 907.54 feet to the **Point of Beginning**,
- comprising **21.84 Acres**, more or less.

PARCEL 3 – Parcel Northwest of Lake Sehoy (contains the Accelerator)

A part of the North ½ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 154.29 feet,
- thence run North for 2,599.28 feet to a 5/8 Inch Rebar representing the Intersection of the Proposed South Right of Way Line of Classic Drive and the Proposed Eastern Right of Way Line of Shelby Thames Drive, both being public roadways, and the **Point of Beginning**, said Intersection having a Grid Value of **N 674,626.37 feet** and **E 815,781.82 feet** on said East Zone Grid;
- thence run Southeasterly along said Proposed South Right of Way Line and an Arc to the Right for 298.28 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of S85°22'17"E and a Chord Distance of 297.99 feet,
- thence run S80°58'59"E for 938.13 feet to a ½ Inch Rebar,
- thence run S09°25'00"E for 288.28 feet to a ½ Inch Rebar
- thence run Southeasterly along an Arc to the Left for 551.41 feet to a ½ Inch Rebar, said Arc having a Radius of 740.00 feet, a Chord Bearing of S30°45'49"E and a Chord Distance of 538.74 feet,
- thence run S29°15'27"E for 246.22 feet to a ½ Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 152.11 feet to a ½ Inch Rebar, said Arc having a Radius of 145.00 feet, a Chord Bearing of S19°07'39"W and a Chord Distance of 145.23 feet,
- thence run S79°29'21"W for 94.53 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 45.05 feet to a ½ Inch Rebar, said Arc having a Radius of 70.00 feet, a Chord Bearing of N73°39'29"W and a Chord Distance of 44.28 feet,
- thence run S87°54'09"W for 35.99 feet to a ½ Inch Rebar,

- thence run N88°04’37”W for 67.31 feet to a ½ Inch Rebar,
- thence run N83°53’28”W for 36.42 feet to a ½ Inch Rebar,
- thence run N79°15’24”W for 161.31 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 122.82 feet to a ½ Inch Rebar, said Arc having a Radius of 379.00 feet, a Chord Bearing of N69°58’21”W and a Chord Distance of 122.29 feet,
- thence run N60°41’18”W for 82.86 feet to a ½ Inch Rebar,
- thence run Westerly along an Arc to the Left for 90.40 feet to a ½ Inch Rebar, said Arc having a Radius of 90.00 feet, a Chord Bearing of N89°27’51”W and a Chord Distance of 86.65 feet,
- thence run S61°45’36”W for 63.33 feet to a ½ Inch Rebar representing a Point on said Proposed Eastern Right of Way Line and having a Grid Value of **N 673,439.33 feet** and **E 816,637.89 feet** on said East Zone Grid,
- thence run Northwesterly along said Proposed Eastern Right of Way Line for the next 4 calls to the **Point of Beginning:**
    - thence run Northwesterly along an Arc to the Left for 30.06 feet to a Concrete Monument, said Arc having a Radius of 1,169.99 feet, a Chord Bearing of N22°11’41”W and a Chord Distance of 30.06 feet,
    - thence run Northwesterly along an Arc to the Left for 831.07 feet to a Concrete Monument, said Arc having a Radius of 1,156.79 feet, a Chord Bearing of N43°29’34”W and a Chord Distance of 813.31 feet,
    - thence run Northwesterly along an Arc to the Right for 566.76 feet to a Concrete Monument, said Arc having a Radius of 514.50 feet, a Chord Bearing of N31°52’10”W and a Chord Distance of 538.53 feet,
    - thence run N00°18’42”W for 111.83 feet to the **Point of Beginning**,
- comprising **26.14 Acres**, more or less.

PARCEL 4 – Parcel North of Lake Sehoy

A part of the Northeast ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, and a part of the Northwest ¼ of the Southwest ¼, Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 1,549.85 feet,
- thence run North for 2,402.65 feet to a ½ Inch Rebar representing a Point on the Proposed South Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 674,429.75 feet** and **E 817,177.38 feet** on said East Zone Grid;
- thence run Easterly along an Arc to the Left for 1,349.69 feet to a ½ Inch Rebar and having a Grid Value of **N 674,518.39 feet** and **E 818,515.85 feet** on said East Zone Grid, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of N86°12'39"E and a Chord Distance of 1,341.41 feet,
- thence run S15°17'02"E for 13.20 feet to a ½ Inch Rebar,
- thence run Southerly along an Arc to the Right for 124.35 feet to a ½ Inch Rebar, said Arc having a Radius of 475.00 feet, a Chord Bearing of S07°47'02"E and a Chord Distance of 124.00 feet,
- thence run S00°17'02"E for 236.43 feet to a ½ Inch Rebar,
- thence run S45°42'31"W for 34.74 feet to a ½ Inch Rebar,
- thence run N88°17'57"W for 242.00 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 111.09 feet to a ½ Inch Rebar, said Arc having a Radius of 110.04 feet, a Chord Bearing of N59°22'20"W and a Chord Distance of 106.43 feet,
- thence run Westerly along an Arc to the Left for 110.50 feet to a ½ Inch Rebar, said Arc having a Radius of 80.00 feet, a Chord Bearing of N70°44'28"W and a Chord Distance of 101.92 feet,

- thence run S69°41’18”W for 161.71 feet to a ½ Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 94.75 feet to a ½ Inch Rebar, said Arc having a Radius of 50.00 feet, a Chord Bearing of S15°24’11”W and a Chord Distance of 81.19 feet,
- thence run Southeasterly along an Arc to the Right for 412.41 feet to a ½ Inch Rebar, said Arc having a Radius of 1,000.00 feet, a Chord Bearing of S27°04’02”E and a Chord Distance of 409.50 feet,
- thence run S15°15’09”E for 248.54 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc to the Left for 107.57 feet to a ½ Inch Rebar, said Arc having a Radius of 170.00 feet, a Chord Bearing of S33°22’49”E and a Chord Distance of 105.78 feet,
- thence run Southwesterly along an Arc to the Right for 148.82 feet to a ½ Inch Rebar, said Arc having a Radius of 50.00 feet, a Chord Bearing of S33°45’40”W and a Chord Distance of 99.66 feet,
- thence run N60°58’12”W for 201.38 feet to a ½ Inch Rebar,
- thence run Westerly along an Arc to the Left for 244.15 feet to a ½ Inch Rebar, said Arc having a Radius of 395.00 feet, a Chord Bearing of N78°40’38”W and a Chord Distance of 240.28 feet,
- thence run N06°23’06”W for 188.49 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Left for 108.94 feet to a ½ Inch Rebar, said Arc having a Radius of 150.00 feet, a Chord Bearing of N27°11’32”W and a Chord Distance of 106.57 feet,
- thence run N47°59’58”W for 405.57 feet to a ½ Inch Rebar,
- thence run N43°21’51”W for 334.19 feet to a ½ Inch Rebar,
- thence run N08°01’02”E for 183.08 feet to the **Point of Beginning**,
- comprising **17.02 Acres**, more or less.

PARCEL 5 – Parcel Northeast of Lake Sehoy

A part of the North ½ of the Southwest ¼ and a part of the South ½ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997432 and a convergence angle of (minus) -0°16'19.80" at the Southeast Corner of the Northeast ¼ of said Southwest ¼:

- **Commencing** at a Concrete Monument representing said Southeast Corner of the Northeast ¼ of said Southwest ¼ and having a Grid Value of **N 673,309.57 feet** and **E 820,949.84 feet** on said East Zone Grid;
- thence run West for 1,444.42 feet,
- thence run North for 1,642.00 feet to a 5/8 Inch Rebar representing the Intersection of the Proposed South Right of Way Line of Classic Drive, a public roadway, and the Proposed Western Right of Way Line of a Proposed unnamed public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 674,951.57 feet** and **E 819,505.42 feet** on said East Zone Grid,
- thence run Southerly along said Proposed Western Right of Way Line for the next 5 calls:
    - thence run S34°46'41"E for 106.08 feet to a 5/8 Inch Rebar
    - thence run Southeasterly along an Arc to the Left for 489.84 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,379.96 feet, a Chord Bearing of S45°06'24"E and a Chord Distance of 487.27 feet,
    - thence run Southerly along an Arc to the Right for 1,105.87 feet to a 5/8 Inch Rebar, said Arc having a Radius of 529.98 feet, a Chord Bearing of S04°30'04"W and a Chord Distance of 915.89 feet,
    - thence run S64°16'40"W for 210.09 feet to a 5/8 Inch Rebar,
    - thence run Southwesterly along an Arc to the Left for 31.31 feet to a ½ Inch Rebar having a Grid Value of **N 673,502.32 feet** and **E 819,621.94 feet** on said East Zone Grid, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of S63°31'17"W and a Chord Distance of 31.31 feet,
- thence run N01°10'14"W for 550.95 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Left for 284.24 feet to a ½ Inch Rebar, said Arc having a Radius of 300.00 feet, a Chord Bearing of N28°18'50"W and a Chord Distance of 273.73 feet,

- thence run N55°27’26”W for 400.12 feet to a ½ Inch Rebar,
- thence run Westerly along an Arc to the Left for 147.15 feet to a ½ Inch Rebar, said Arc having a Radius of 100.00 feet, a Chord Bearing of S82°23’10”W and a Chord Distance of 134.23 feet,
- thence run S40°13’47”W for 73.87 feet to a ½ Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 136.82 feet to a ½ Inch Rebar, said Arc having a Radius of 200.00 feet, a Chord Bearing of S20°37’53”W and a Chord Distance of 134.17 feet,
- thence run Southwesterly along an Arc to the Left for 112.46 feet to a ½ Inch Rebar, said Arc having a Radius of 316.50 feet, a Chord Bearing of S37°08’51”W and a Chord Distance of 111.87 feet,
- thence run Northwesterly along an Arc to the Right for 237.31 feet to a ½ Inch Rebar, said Arc having a Radius of 474.75 feet, a Chord Bearing of N72°38’54”W and a Chord Distance of 234.85 feet,
- thence run Northwesterly along an Arc to the Right for 96.87 feet to a ½ Inch Rebar, said Arc having a Radius of 95.62 feet, a Chord Bearing of N29°18’17”W and a Chord Distance of 92.78 feet,
- thence run Northerly along an Arc to the Left for 137.44 feet to a ½ Inch Rebar, said Arc having a Radius of 525.00 feet, a Chord Bearing of N07°47’02”W and a Chord Distance of 137.05 feet,
- thence run N15°17’02”W for 13.13 feet to a ½ Inch Rebar representing a Point on said Proposed South Right of Way Line,
- thence run Northeasterly along said Proposed South Right of Way Line for the next 3 calls to the **Point of Beginning**:
    - thence run Northeasterly along an Arc to the Left for 458.45 feet to a 5/8 Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of N70°38’57”E and a Chord Distance of 458.12 feet,
    - thence run N67°14’28”E for 245.74 feet to a 5/8 Inch Rebar,
    - thence run N58°29’05”E for 331.35 feet to the **Point of Beginning**:
- comprising **19.40 Acres**, more or less.

PARCEL 6 – East Parcel

A part of the Northeast ¼ of the Southwest ¼ and a part of the South ½ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997432 and a convergence angle of (minus) -0°16'19.80" at the Southeast Corner of said Northeast ¼ of the Southwest ¼:

- **Commencing** at a Concrete Monument representing said Southeast Corner of the Northeast ¼ of said Southwest ¼ and having a Grid Value of **N 673,309.57 feet** and **E 820,949.84 feet** on said East Zone Grid;
- thence run N00°14'12"E along the East Line of said Northeast ¼ of the Southwest ¼ for 123.25 feet to a ¾ Inch Crimp Top Pin representing its Intersection with the Existing and Proposed Northern Right of Way Line of Proposed Golf Course Road, an existing and proposed public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 673,432.82 feet** and **E 820,950.42 feet** on said East Zone Grid;
- thence run Westerly along said Proposed Northern Right of Way Line for the next 3 calls to its Intersection with the Proposed Eastern Right of Way Line of a Proposed unnamed public roadway:
    - thence run S78°38'33"W for 269.62 feet to a 5/8 Inch Rebar,
    - thence run Northwesterly along an Arc to the Right for 543.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 547.94 feet, a Chord Bearing of N72°56'37"W and a Chord Distance of 521.46 feet,
    - thence run N44°31'47"W for 189.80 feet to a 5/8 Inch Rebar representing said Intersection,
- thence run Northerly along said Proposed Eastern Right of Way Line for the next 3 calls to its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway;
    - thence run Northerly along an Arc to the Left for 1,047.56 feet to a 5/8 Inch Rebar, said Arc having a Radius of 609.98 feet, a Chord Bearing of N06°04'37"W and a Chord Distance of 923.49 feet,
    - thence run Northwesterly along an Arc to the Right for 461.44 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,299.96 feet, a Chord Bearing of N45°06'24"W and a Chord Distance of 459.02 feet,

  - thence run N34°52’34”W for 103.36 to a 5/8 Inch Rebar representing said Intersection,
- thence run Easterly along said Proposed South Right of Way Line for the next 3 calls to its Intersection with the East Line of the Southeast ¼ of said Northwest ¼:
  - thence run N56°50’16”E for 3.58 feet to a 5/8 Inch Rebar,
  - thence run Northeasterly along an Arc to the Right for 909.97 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of N73°31’37”E and a Chord Distance of 897.16 feet,
  - thence run S80°48’57”E for 529.67 feet to a 5/8 Inch Rebar representing said Intersection of said Proposed South Right of Way Line and said East Line of the Southeast ¼ of the Northwest ¼, said Point having a Grid Value of **N 675,166.87 feet** and **E 820,958.61 feet** on said East Zone Grid,
- thence run S00°16’14”W along said East Line of the Southeast ¼ of the Northwest ¼ and said East Line of the Northeast ¼ of the Southwest ¼ for 1,734.08 feet to the **Point of Beginning,**
- comprising **39.09 Acres**, more or less.

PARCEL 7 – Southeast Parcel

A part of the Northeast ¼ of the Southwest ¼ and a part of the West ½ of the Southwest ¼, Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997432 and a convergence angle of (minus) -0°16'19.80" at the Southeast Corner of said Northeast ¼ of the Southwest ¼:

- **Beginning** at a Concrete Monument representing said Southeast Corner of the Northeast ¼ of said Southwest ¼ and having a Grid Value of **N 673,309.57 feet** and **E 820,949.84 feet** on said East Zone Grid;
- thence run N89°55'33"W along the South Line of said Northeast ¼ of the Southwest ¼, for 1,331.15 feet to a Concrete Monument representing the Southwest Corner of said Northeast ¼ of the Southwest ¼ and the Northeast Corner of said Southwest ¼ of the Southwest ¼, Section 36,
- thence run S00°56'14"E along the East Line of said Southwest ¼ of the Southwest ¼ for 329.49 feet to a ½ Inch Rebar,
- thence run S01°00'47"E along said East Line for 45.08 feet to a ¾ Inch Round Iron Pin,
- thence run S00°08'15"E along said East Line for 378.02 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed North Right of Way Line of West Hills Drive, a public roadway,
- thence run S89°51'45"W for 55.00 feet to a 5/8 Inch Rebar representing a Point where said Proposed North Right of Way Line becomes the Proposed West Right of Way Line of said West Hills Drive,
- thence run S00°08'15"E along said Proposed West Right of Way Line and parallel to said East Line of the Southwest ¼ of the Southwest ¼, Section 36 for 459.28 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of a Proposed unnamed public roadway,
- thence run Northwesterly along said Proposed Northern Right of Way Line for the next 3 calls to its Intersection with Proposed Southeastern Right of Way Line of a Proposed unnamed public roadway:
    - thence run N89°28'53"W for 41.21 feet to a 5/8 Inch Rebar,

  - thence run Northwesterly along and Arc to the Right for 686.64 feet to a 5/8 Inch Rebar, said Arc having a Radius of 899.92 feet, a Chord Bearing of N67°37’23”W and a Chord Distance of 670.10 feet,
  - thence run N45°45’53”W for 33.85 feet to a 5/8 Inch Rebar representing said Intersection and having a Grid Value of **N 672,378.42 feet** and **E 818,886.78 feet** on said East Zone Grid,
- thence run Northeasterly along said Proposed Southeastern Right of Way Line for the next 5 calls to a 5/8 Inch Rebar representing its Intersection with the Proposed Southern Right of Way Line of Golf Course Road, a proposed public roadway:
  - thence run Northeasterly along an Arc to the Left for 406.58 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of N30°03’52”E and a Chord Distance of 404.59 feet,
  - thence run N20°14’33”E for 108.67 feet to a 5/8 Inch Rebar,
  - thence run Northeasterly along an Arc to the Right for 849.94 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of N42°15’37”E and a Chord Distance of 829.18 feet,
  - thence run N64°16’40”E for 210.09 feet to a 5/8 Inch Rebar,
  - thence run Northeasterly along an Arc to the Left for 175.22 feet to a 5/8 Inch Rebar representing said Intersection, said Arc having a Radius of 609.98 feet, a Chord Bearing of N56°02’55”E and a Chord Distance of 174.62 feet,
- thence run Easterly along said Proposed Southern Right of Way Line for the next 3 calls to its Intersection with the East Line of said Northeast ¼ of the Southwest ¼:
  - thence run S44°31’47”E for 189.80 feet to a 5/8 Inch Rebar,
  - thence run Southeasterly along an Arc to the Left for 593.06 feet to a 5/8 Inch Rebar, said Arc having a Radius of 597.94 feet, a Chord Bearing of S72°56’37”E and a Chord Distance of 569.05 feet,
  - thence run N78°38’33”E for 259.33 feet to a 5/8 Inch Rebar representing said Intersection,
- thence run S00°16’14”W along said East Line for 72.20 feet to the **Point of Beginning**,
- comprising **16.74 Acres**, more or less.

PARCEL 8 – South Parcel

A part of the South ½ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, and a part of the Southwest ¼ of the Southwest ¼, Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run S89°05'03"E along the South Line of said Southwest ¼ of the Southeast ¼ for 881.07 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Eastern Right of Way Line of Everglades, a public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 672,013.01 feet** and **E 816,508.49 feet** on said East Zone Grid;
- thence run Northwesterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 133.37 feet to a Concrete Monument, said Arc having a Radius of 407.55 feet, a Chord Bearing of N22°24'59"W and a Chord Distance of 132.77 feet,
- thence run N31°47'28"W along said Proposed Eastern Right of Way Line for 107.65 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Southern Right of Way Line of a Proposed unnamed public roadway, said Intersection having a Grid Value of **N 672,227.25 feet** and **E 816,401.14 feet** on said East Zone Grid,
- thence run Easterly along said Proposed Southern Right of Way Line for the next 5 calls to its Intersection with the South Line of said Southwest ¼ of the Southwest ¼:
    - thence run Northeasterly along an Arc to the Right for 1,675.81 feet to a 5/8 Inch Rebar said Arc having a Radius of 2,809.71 feet, a Chord Bearing of N75°42'20"E and a Chord Distance of 1,651.08 feet,
    - thence run S87°12'28"E for 149.25 feet to a 5/8 Inch Rebar,
    - thence run Southeasterly along an Arc to the Right for 650.92 feet to a 5/8 Inch Rebar, said Arc having a Radius of 899.90 feet, a Chord Bearing of S66°29'11"E and a Chord Distance of 636.82 feet,
    - thence run S45°45'53"E for 139.85 feet to a 5/8 Inch Rebar,

- thence run Southeasterly along an Arc to the Left for 770.56 feet to a 5/8 Inch Rebar representing said Intersection, said Arc having a Radius of 1,009.90 feet, a Chord Bearing of S67°37’23”E and a Chord Distance of 752.00 feet, said Intersection being 97.47 feet from a ¾ Inch Round Iron Pin representing the Southeast Corner of said Southwest ¼ of the Southwest ¼ and having a Grid Value of **N 671,988.84 feet** and **E 819,627.16 feet** on said East Zone Grid, as measured S89°28’53”E along said South Line,

- thence run N89°28’53”W along said South Line for 1,251.37 feet to a Concrete Monument representing the Southwest Corner of said Section 36 and the Southeast Corner of said Section 35 and the Northeast Corner of The Preserve, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of Lamar County, Mississippi,
- thence run N89°47’32”W along the South Line of the Southeast ¼ of said Southeast ¼, Section 35 for 1,320.98 feet to a Concrete Monument representing the Southwest Corner of said Southeast ¼ of the Southeast ¼ and the Southeast Corner of said Southwest ¼ of the Southeast ¼, Section 35,
- thence run N89°05’03”W along the South Line of said Southwest ¼ of the Southeast ¼ for 448.97 feet to the **Point of Beginning**,
- comprising **30.05 Acres**, more or less.

PARCEL 9 – Southwest Parcel

A part of the Southwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run S89°05'03"E along the South Line of said Southwest ¼ of the Southeast ¼ for 134.94 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Southern Right of Way Line of a Proposed unnamed public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 672,024.94 feet** and **E 815,762.46 feet** on said East Zone Grid;
- thence run Northeasterly along said Proposed Southern Right of Way Line and an Arc to the Left for 601.99 feet to a Concrete Monument representing it's Intersection with the Proposed Western Right of Way Line of Everglades, a public roadway, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of N74°17'21"E and a Chord Distance of 593.29 feet,
- thence run S31°47'28"E along said Proposed West Right of Way Line for 103.46 feet to a Concrete Monument
- thence run Southeasterly along said Proposed West Right of Way Line and an Arc to the Right for 90.22 feet to a 5/8 Inch Rebar representing its Intersection with said South Line, said Arc having a Radius of 263.60 feet, a Chord Bearing of S21°59'11"E and a Chord Distance of 89.78 feet,
- thence run N89°05'03"W along said South Line for 659.33 feet to the **Point of Beginning,**
- comprising **0.91 Acres (39,470 Square Feet)**, more or less.

PARCEL 10 – West Parcel

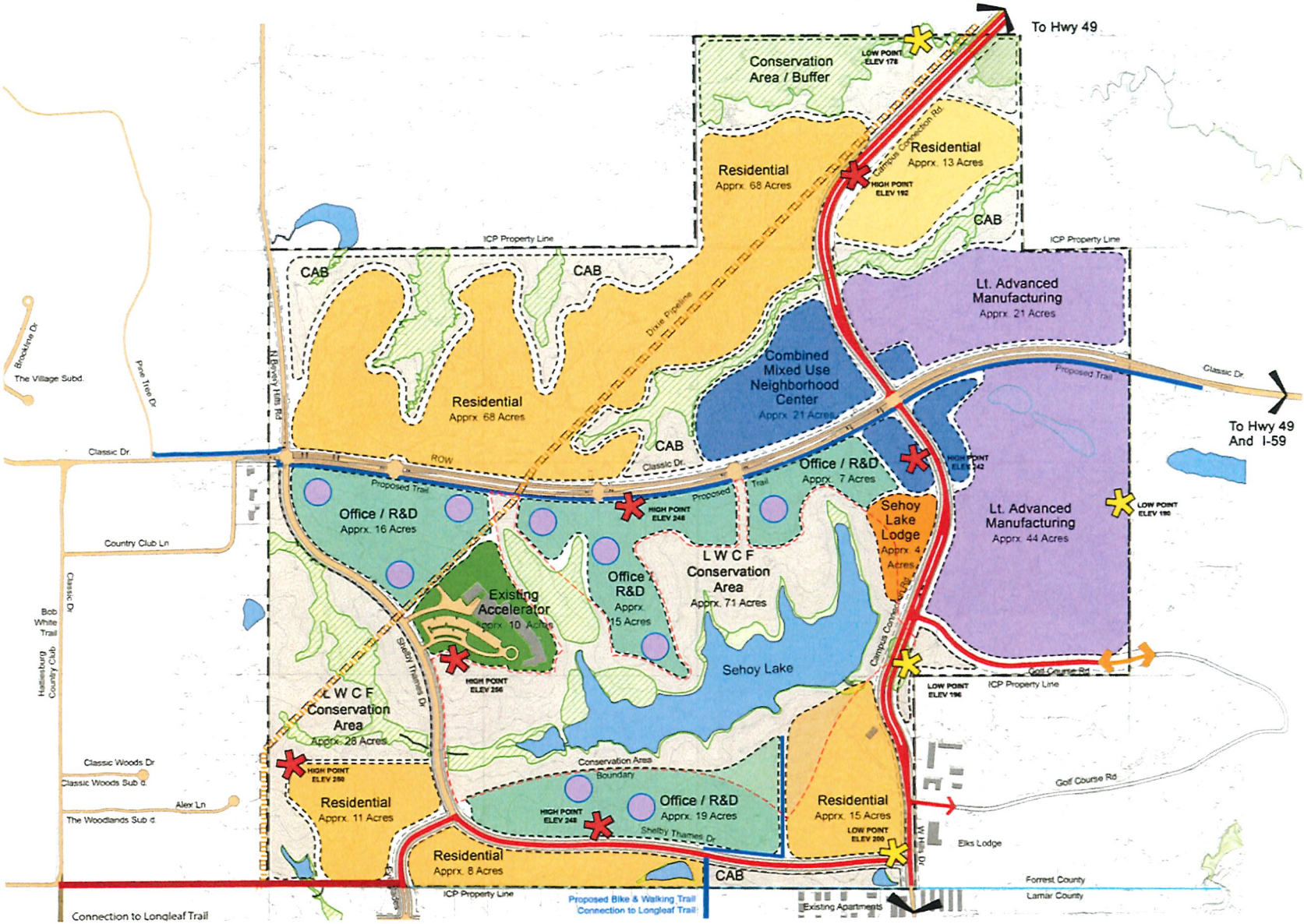
A part of the Southwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:

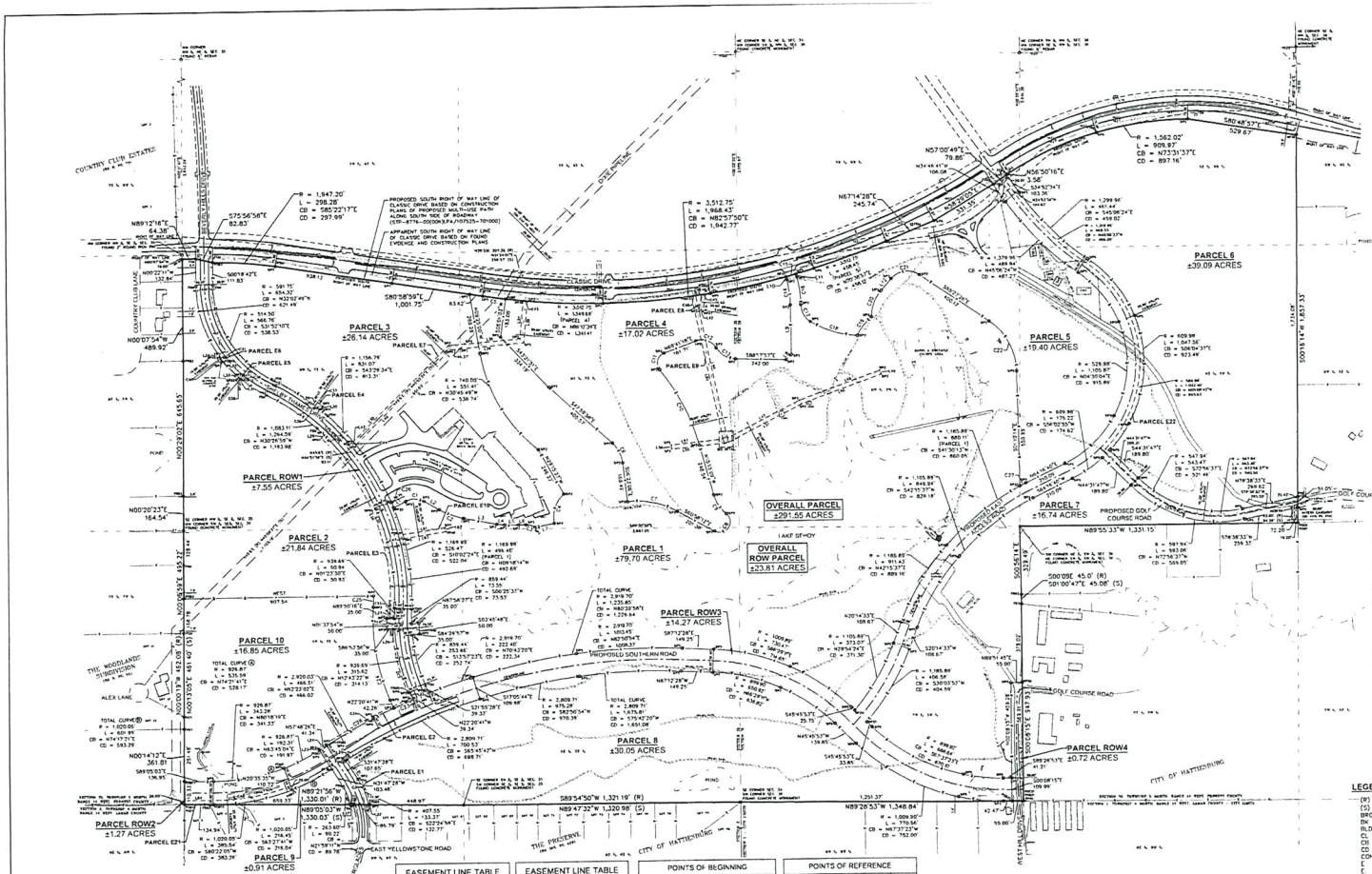
- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run N00°14'12"E along the West Line of said Southwest ¼ of the Southeast ¼ for 110.33 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of a Proposed unnamed public roadway and the **Point of Beginning**, said Intersection having a Grid Value of **N 672,137.42 feet** and **E 815,627.99 feet** on said East Zone Grid;
- thence continue N00°14'12"E along said West Line for 251.48 feet to a ¾ Inch Round Iron Pin representing the Southeast Corner of The Woodlands, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said County,
- thence run N00°13'05"E along said West Line for 461.40 feet to a Concrete Monument representing the Northeast Corner of said Woodlands subdivision,
- thence run N00°06'59"E along said West Line for 166.78 feet to a ½ Inch Rebar having a Grid Value of **N 673,017.07 feet** and **E 815,631.12 feet** on said East Zone Grid;
- thence run East for 907.54 feet to a ½ Inch Rebar,
- thence run Southerly along an Arc to the Right for 54.30 feet to a ½ Inch Rebar, said Arc having a Radius of 983.11 feet, a Chord Bearing of S01°24'57"W and a Chord Distance of 54.30 feet,
- thence run Southerly along an Arc to the Left for 458.99 feet to a ½ Inch Rebar, said Arc having a Radius of 1,039.69 feet, a Chord Bearing of S09°41'51"E and a Chord Distance of 455.28 feet,
- thence run S22°20'41"E for 42.26 feet to a ½ Inch Rebar representing a Point on said Proposed Northern Right of Way Line,
- thence run Southwesterly along said Proposed Northern Right of Way Line for the next 4 calls to the **Point of Beginning**:

- thence run Southwesterly along an Arc to the Left for 366.47 feet to a 5/8 Inch Rebar, said Arc having a Radius of 2,920.03 feet, a Chord Bearing of S61°24’09”W and a Chord Distance of 366.23 feet,
- thence run S57°48’26”W for 41.34 feet to a 5/8 Inch Rebar,
- thence run Southwesterly along an Arc to the Right for 535.59 feet to a 5/8 Inch Rebar, said Arc having a Radius of 926.87 feet, a Chord Bearing of S74°21’41”W and a Chord Distance of 528.17 feet,
- thence run N89°05’03”W for 136.95 feet to a 5/8 Inch Rebar representing the **Point of Beginning**,

- comprising **16.85 Acres**, more or less.

Strategic Plan: Recreational, Office R&D, Light Manufacturing, and Residential Zones have been identified and created to yield highest use





REFERENCE MATERIALS:

Forrest County Tax Map
Lamar County Tax Map
USGS 7.5 Minute Quadrangle Map
Hattiesburg 1996
Title Opinion by Stephen K. Thomas of Richard & Thomas, PLLC
No Number 02-08-2019
County Club Estates Subdivision Plat
Bk 8 Pg 73 03-08-1960
Country Club Estates 1st Addition Subdivision Plat
Bk 10 Pg 25 08-19-1968
The Preserve Subdivision Plat
Bk 3 Pg 365 04-15-2008
The Woodlands Subdivision Plat
Bk 8 Pg 55 03-23-1998

Warranty Deeds
Bk 13 Pg 271 08-05-1916
Bk 536 Pg 344 07-20-1980
Bk 758 Pg 197 08-26-1986
Bk 853 Pg 101 12-05-2000
Bk 833 Pg 549 01-18-2000
Bk 918 Pg 1 09-26-2003
Bk 1158 Pg 396 08-19-2013

Special Warranty Deeds
Bk 1008 Pg 226 03-08-2007
Bk 1118 Pg 388 12-29-2011

Quitclaim Deeds
Bk 866 Pg 421 08-29-2001
Bk 921 Pg 740 11-13-2003
Bk 1013 Pg 369 12-17-2009
Bk 1085 Pg 107 07-14-2010
Bk 1181 Pg 329 07-29-2014
Bk 1181 Pg 346 07-28-2014
Bk 1203 Pg 523 06-03-2015
Bk 1203 Pg 526 06-03-2015

Corrected Quitclaim Deed
Bk 1041 Pg 32 07-31-2008

Easements
Bk 806 Pg 527 12-22-1998 (Original Classic Drive Location)
Bk 1115 Pg 704 11-16-2011 (Driveway Easement for Maples Property)

Right of Way Contract
Bk 238 Pg 623 12-07-1961 (Dixie Pipeline)
Bk 245 Pg 483 07-23-1962 (Dixie Pipeline)

Construction Plans for a Proposed Multi-use Path along Classic Drive, Federal Aid Project No. STP-8776-00(006)/PA/107525-701000, Office Review Set
SDW No. F16-2311 08-21-2018

Construction Plans for Infrastructure Improvements, Phase I
SDW No. F03-193781 04-2006

As Built Construction Plans for Infrastructure Improvements, Phase II, Federal Aid Urban Project No. STP-8776-00(002)
SDW No. F03-193782 11-21-2008

495 Ac Survey of East ½, Sec 35, & West ½, Sec 36, T-5-N, R-14-W, Forrest County, MS by Raymond W. Dearman, PE, PLS
SDW No. F03-1937 09-29-2003

4.69 Ac Survey in the NW ¼, SE ¼, Sec 36, T-5-N, R-14-W Forrest County, MS by Michael T. Walts, PE, PLS 07-03-1990

0.88 Ac Survey in the NW ¼, SE ¼, Sec 36, T-5-N, R-14-W, Forrest County, MS by Michael T. Walts, PE, PLS 07-03-1990

SURVEYOR'S NOTES:

1. All paved areas are asphalt unless otherwise noted.
2. Subsurface utilities and subsurface structures were located based on visual evidence locate requests from MS811 (Tickets No. 190121091320169, 190121090040156, 190121090150153 & 190121090150175) and As Built Construction Plans
3. The Survey Boundary Descriptions are on Sheets No. 2 of 3 and 3 of 3 which are attached and considered a part of this document.
4. This survey was performed with the benefit of a title opinion by Richard & Thomas, PLLC
5. Roadways are described as follows
   5.1 Classic Drive is a 4 lane divided asphalt roadway with concrete curb & gutter
   5.2 Shelby Thames Drive is a 3 lane asphalt roadway with concrete curb & gutter
   5.3 Lamppposts is a 2 lane asphalt roadway with concrete curb & gutter
   5.4 West Hills Drive & Golf Course Road are 2 lane asphalt roadways without curb & gutter, except as noted
6. Improvements shown hereon are based on observed field evidence, previous surveys, As Built Construction Plans and current Aerial Photography.
7. The Parcels shown hereon and described here within are located in an Area having the Flood Zone Designation "X" Areas determined to be Outside the 0.2% Chance Flood Plains, by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 28035C0101D, with a Date of Identification of March 2, 2010 for Community No. 280053, in Forrest County, Mississippi.
8. SPECIAL PLAT NOTE: For graphic clarity, individual parcel lies from the POC to the POB are not shown. Use the "Parcel Tie to Point of Commencement Table" for the tie for each parcel

AT THE SOUTHEAST CORNER THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 36, TOWNSHIP 5 NORTH, RANGE 14 WEST
COMBINED SCALE FACTOR 0.99997554
CONVERGENCE -0°16'27.59"

SURVEY DATE: JANUARY 21 2019 THRU MARCH 22, 2019
JANUARY 22, 2021

JUDGED TO BE A CLASS 'B' SURVEY
SURVEYED TO CLASS 'B'

BEARINGS ARE BASED ON MS STATE PLANE COORDINATE SYSTEM, ZONE EAST GRID, US SURVEY FEET, AS DETERMINED BY GPS

HORIZONTAL DATUM: NAD 83(2011)
CONTROL STATION RTCM0005 (USM CAMPUS) HATTIESBURG, MS

N: 665,022.113
E: 827,208.406
Z: 303.377

AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 35, TOWNSHIP 5 NORTH, RANGE 14 WEST
COMBINED SCALE FACTOR 0.99997432
CONVERGENCE -0°16'19.80"

GRAPHIC SCALE
(IN FEET)

LEGEND

(R)	– AS PER RECORD
(S)	– AS PER SURVEY
BRG	– BEARING
BK	– BOOK
BLDG	– BUILDING
CL	– CHAIN LINK
CB	– CHORD BEARING
CD	– CHORD DISTANCE
CONC	– CONCRETE
E	– EAST
	– EXISTING (PLANE COORDINATE)
	– FIBER OPTIC LINE (UNDERGROUND)
FNC	– FENCE
	– FENCE LINE
FRB2	– FOUND ½" REBAR
FCT	– FOUND ¾" CRIMP TOP PIN
FRT	– FOUND ¾" ROUND IRON PIN
FCM	– FOUND CONCRETE MONUMENT
FCMD	– FOUND CONCRETE MONUMENT (DISTURBED)
FPP	– FOUND GAS PIPELINE INDICATOR POST
GL	– GAS LINE
GDR	– GRAVEL DRIVEWAY
L	– LENGTH
N	– NORTH
NE	– NORTHEAST
N	– NORTHING (PLANE COORDINATE)
NW	– NORTHWEST
1SBB	– ONE STORY BRICK BUILDING
1SMB	– ONE STORY METAL BUILDING
1SWB	– ONE STORY WOOD BUILDING
OHL	– OVERHEAD UTILITY LINE
PG	– PAGE
PDR	– PAVED DRIVEWAY
POB	– POINT OF BEGINNING
POC	– POINT OF COMMENCEMENT
	– PROPERTY LINE (ADJACENT)
	– QUARTER SECTION LINE
R	– RADIUS
R	– RANGE
RP	– REFERENCE POINT
ROW	– RIGHT OF WAY
SS	– SANITARY SEWER
	– SANITARY SEWER LINE
	– SANITARY SEWER PRESSURE LINE
SEC	– SECTION
SIP2	– SET ½" REBAR
SIP3	– SET ¾" REBAR
SIPN	– SET SPIKE NAIL
S	– SOUTH
SE	– SOUTHEAST
SW	– SOUTHWEST
SF	– SQUARE FEET
	– SUBDIVISION LOT LINE
	– SURVEY LINE
T	– TOWNSHIP
	– WATER LINE
W	– WEST

PARCEL CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD BRG	CHORD DIST
C1	90.45'	90.00'	S89°37'51"E	86.65'
C2	122.82'	374.00'	S89°58'21"E	122.29'
C3	45.05'	70.00'	S72°26'29"E	44.28'
C4	152.11'	145.00'	N19°07'39"E	145.22'
C5	110.29'	374.00'	S81°32'56"E	110.29'
C6	108.94'	150.00'	S27°11'22"E	106.57'
C7	244.15'	393.00'	S78°40'38"E	240.28'
C8	148.82'	50.00'	N33°45'49"E	99.84'
C9	107.57'	170.00'	N33°22'49"W	105.78'
C10	412.41'	1,000.00'	N27°04'07"W	409.50'
C11	94.75'	50.00'	N15°41'11"E	81.19'
C12	110.50'	80.00'	S70°44'28"E	101.92'
C13	111.09'	110.04'	S59°22'39"E	106.43'
C14	124.35'	475.00'	N07°47'02"W	124.00'
C15	50.00'	3,512.75'	N74°47'45"E	50.00'
C16	137.44'	525.00'	S07°47'03"E	137.05'
C17	96.87'	95.62'	S29°18'17"E	92.78'
C18	237.31'	474.75'	S72°38'54"E	234.85'
C19	112.46'	216.50'	N37°58'51"E	111.87'
C20	136.82'	200.00'	N20°37'53"E	134.17'
C21	147.15'	100.00'	N85°33'10"E	134.23'
C22	284.24'	300.00'	S28°18'50"E	273.73'
C23	100.05'	2,920.03'	S65°56'48"W	100.04'
C24	458.99'	1,039.69'	N09°41'51"W	455.28'
C25	54.30'	862.11'	N01°24'51"E	54.30'
C26	30.06'	1,149.99'	N22°11'41"W	30.06'
C27	31.31'	1,185.89'	S83°31'17"W	31.31'
C28	365.47'	2,920.03'	S81°24'09"W	365.23'

EASEMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD BRG	CHORD DIST
C30	139.12'	417.55'	S22°14'45"E	138.48'
C31	458.23'	2,930.03'	N82°17'15"E	457.75'
C32	318.97'	949.71'	N17°43'21"W	317.48'
C33	53.84'	958.73'	N01°23'20"E	52.04'
C34	907.80'	1,063.11'	N21°27'23"W	880.29'
C35	924.66'	1,083.11'	S21°27'31"E	896.82'
C36	40.00'	1,158.79'	N52°01'00"W	40.00'
C37	40.69'	1,178.78'	S52°01'01"E	40.69'
C38	20.00'	811.79'	N44°51'37"W	409.50'
C39	20.00'	591.75'	S49°21'26"E	20.00'
C40	30.77'	506.75'	N36°45'11"W	30.76'
C41	30.00'	591.75'	S36°45'07"E	30.00'
C42	10.05'	1,158.79'	N39°39'17"W	10.05'
C43	20.99'	3,512.75'	N41°45'37"E	20.99'
C44	10.05'	1,158.79'	N39°09'20"W	10.05'
C45	20.99'	3,512.75'	N41°45'37"E	20.99'
C46	20.06'	3,512.75'	N82°32'20"E	20.06'
C47	20.10'	1,169.99'	N14°22'53"W	20.10'
C48	377.99'	1,000.05'	N80°27'15"E	375.74'

EASEMENT LINE TABLE

LINE #	BEARING	LENGTH
L20	N56°43'16"E	10.00'
L21	S31°47'28"E	107.56'
L22	N89°05'03"W	10.30'
L23	N32°11'34"W	10.00'
L24	N57°48'26"E	41.34'
L25	N32°20'41"W	29.47'
L26	N86°53'56"E	10.00'
L27	S89°50'16"W	20.00'
L28	N44°08'12"E	20.00'
L29	N36°56'33"E	20.00'
L30	S36°58'26"W	20.00'
L31	S40°37'55"W	20.00'
L32	N40°32'55"E	20.00'
L33	S31°44'44"W	15.00'
L34	N54°38'48"E	15.00'
L35	N45°03'27"E	641.82'
L36	N85°21'58"E	343.59'
L37	N05°39'07"E	180.98'
L38	S05°38'07"W	197.88'
L39	S85°21'58"W	352.94'
L40	S45°03'27"W	636.23'
L41	S09°27'22"W	86.26'
L42	N80°32'38"W	20.00'
L43	N09°27'22"E	78.88'
L44	S11°47'47"E	698.07'
L45	N73°39'51"E	2.25'
L46	S16°20'06"E	7.85'
L47	N83°54'31"E	386.04'
L48	N76°07'14"E	410.87'
L49	S19°52'48"E	20.00'
L50	S70°07'14"W	409.41'

EASEMENT LINE TABLE

LINE #	BEARING	LENGTH
L51	S62°54'31"W	388.57'
L52	S16°20'09"E	1.79'
L53	S73°39'51"W	25.00'
L54	N16°20'09"W	4.25'
L55	S84°15'47"W	268.48'
L56	N05°40'13"W	20.00'
L57	N84°19'47"E	244.70'
L58	N16°20'09"W	5.39'
L59	N73°39'51"E	2.68'
L60	S31°47'28"E	663.17'
L61	N81°22'33"E	202.45'
L62	S08°37'27"E	20.00'
L63	S81°22'33"W	200.44'
L64	S89°05'03"E	135.53'

PARCEL LINE TABLE

LINE #	BEARING	LENGTH
L1	N61°45'36"E	63.33'
L2	S80°41'18"E	82.85'
L3	S79°15'24"E	181.31'
L4	S83°53'28"E	36.42'
L5	S88°04'37"E	67.31'
L6	N81°56'09"E	35.99'
L7	N79°29'21"E	94.53'
L8	N45°47'31"E	34.74'
L9	N00°17'02"W	236.43'
L10	N15°17'00"W	13.20'
L11	S15°17'02"E	13.13'
L12	N40°03'47"E	73.87'

POINTS OF BEGINNING

POB #	MONUMENT	NORTHING	EASTING
1	FOUND CONCRETE MONUMENT	672,849.82	816,780.05
2	FOUND CONCRETE MONUMENT	673,344.53	816,786.05
3	SET ½" REBAR	673,007.47	815,931.72
4	SET ½" REBAR	672,228.27	815,761.42
5	SET ½" REBAR	674,424.75	817,197.28
6	SET ½" REBAR	674,651.57	819,509.12
7	FOUND ¼" CRIMP TOP PIN	672,952.82	820,010.81
8	FOUND CONCRETE MONUMENT	672,288.57	820,844.81
9	SET ½" REBAR	672,012.91	820,908.98
10	SET ½" REBAR	672,013.21	821,168.98
11	SET ½" REBAR	672,137.42	815,927.98
12	FOUND CONCRETE MONUMENT	672,515.06	816,772.46
13	FOUND CONCRETE MONUMENT	672,888.51	816,773.51
14	SET ½" REBAR	673,898.15	819,298.59
15	SET ½" REBAR	674,062.80	819,298.27
16	SET ½" REBAR	674,191.16	819,298.05
17	SET ½" REBAR	673,731.14	819,451.84
18	SET ½" REBAR	674,128.58	819,451.79
19	SET ½" REBAR	674,264.85	819,110.38
20	SET ½" REBAR	674,438.96	819,236.98
21	SET ½" REBAR	673,211.63	816,878.78
22	FOUND ¼" ROUND IRON PIN	672,980.80	816,872.16
23	FOUND CONCRETE MONUMENT	672,988.06	816,148.29

POINTS OF REFERENCE

REF #	MONUMENT	NORTHING	EASTING
24	SET ½" REBAR	674,649.96	819,619.98
25	SET ½" REBAR	672,434.41	818,829.29
26	SET ½" REBAR	672,360.32	818,821.84
27	SET ½" REBAR	673,228.32	818,837.84
28	SET ½" REBAR	674,348.39	816,915.85
29	SET ½" REBAR	674,196.87	820,858.81
30	SET ½" REBAR	674,895.88	816,915.92
31	SET ½" REBAR	675,276.42	818,888.75
32	SET ½" REBAR	672,827.26	816,909.16
33	SET ½" REBAR	672,783.96	816,332.58
34	FOUND ¼" ROUND IRON PIN	674,888.84	819,527.76
35	SET ½" REBAR	672,288.81	816,265.21
36	SET ½" REBAR	672,777.91	816,295.15
37	SET ½" REBAR	673,896.76	816,269.98
38	SET ½" REBAR	674,084.82	816,900.89
39	SET ½" REBAR	674,196.84	816,900.91
40	SET ½" REBAR	674,618.88	817,262.85
41	SET ½" REBAR	674,264.85	819,110.38
42	SET ½" REBAR	674,196.79	819,236.98
43	SET ½" REBAR	674,438.96	819,236.98
44	SET ½" REBAR	673,332.23	816,882.95
45	SET ½" REBAR	672,306.73	819,525.78

PARCEL TIE TO POINT OF COMMENCEMENT TABLE

PARCEL	POC	POB	CALLS - POC TO PTN
OVERALL	1	1	N/A
ROW1	1	33	N89°55'50"E 1,321.19', N14°09'49"E 1,309.76', S89°54'50"W 1,321.19'
ROW2	1	SAME	N/A
ROW3	1	1	N89°55'50"E 1,321.19'
ROW4	21	22	N89°55'50"E 66.99'
PARCEL 1	1	SAME	N/A
PARCEL 2	1	1	EAST 1,988.57', NORTH 316.72'
	2	2	NORTH 673.31', N61°45'36"E 63.33', N80°41'18"E 82.85', N79°15'24"E 181.31', N83°53'28"E 36.42', N88°04'37"E 67.31', N81°56'09"E 35.99', N79°29'21"E 94.53', N45°47'31"E 34.74', N00°17'02"W 236.43', N15°17'00"W 13.20', S15°17'02"E 13.13', N40°03'47"E 73.87', N73°39'51"E 2.25', S16°20'06"E 7.85', N83°54'31"E 386.04', N76°07'14"E 410.87', S19°52'48"E 20.00', S70°07'14"W 409.41', S73°39'51"W 25.00', N16°20'09"W 4.25', S84°15'47"W 268.48', N05°40'13"W 20.00', N84°19'47"E 244.70', N16°20'09"W 5.39', N73°39'51"E 2.68', S31°47'28"E 663.17', N81°22'33"E 202.45', S08°37'27"E 20.00', S81°22'33"W 200.44', S89°05'03"E 135.53', S62°54'31"W 388.57', S16°20'09"E 1.79', S73°39'51"W 25.00', N16°20'09"W 4.25', S84°15'47"W 268.48', N05°40'13"W 20.00', N84°19'47"E 244.70', N16°20'09"W 5.39', N73°39'51"E 2.68', S31°47'28"E 663.17', N81°22'33"E 202.45', S08°37'27"E 20.00', S81°22'33"W 200.44', S89°05'03"E 135.53', N89°55'50"E 1,331.15', S00°09'E 45.0' (R), S01°00'47"E 45.08' (S), N89°55'50"E 1,321.19

PARCEL SURVEY BOUNDARY DESCRIPTIONS:

State of Mississippi
County of Forrest
City of Hattiesburg

OVERALL PARCEL - South of Proposed South Right of Way Line of Classic Drive

All of the South ½ of the Southeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and all of the Southwest ¼ of the Southwest ¼, all of the Northeast ¼ of the Southwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone, NAD, B3(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southeast Corner of the Southwest ¼ of said Southeast ¼, Section 35.

Beginning at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid;

- thence run N00°14'17"E along the West Line of said Southwest ¼ of the Southeast ¼ for 361.81 feet to a ½ Inch Round Iron Pin representing the Southeast Corner of The Woodlands, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said County;
- thence run N00°13'06"E, along said West Line for 461.40 feet to a Concrete Monument representing the Northeast Corner of said Woodlands subdivision;
- thence run N00°06'59"E along said West Line for 495.22 feet to a Concrete Monument representing the Northwest Corner of said Southwest ¼ of the Southeast ¼ and the Southeast Corner of the Northwest ¼ of said Southeast ¼, Section 35;
- thence run N00°29'31"E along the West Line of said Northwest ¼ of the Southeast ¼ for 164.56 feet to a ½ Inch Rebar;
- thence run N00°29'01"E along said West Line for 645.65 feet to a ½ Inch Rebar;
- thence run N00°06'57"W along said West Line for 489.97 feet to a ½ Inch Rebar representing its intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway, said intersection having a Grid Value of N 672,027.09 feet and E 815,637.09 feet on said East Zone Grid, said intersection also being 19.00 feet from a 2 Inch Rebar representing the Northwest Corner of said Northwest ¼ of the Southeast ¼ as measured S00°07'54"E along said West Line
- thence run Easterly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to its intersection with the East Line of the Southeast ¼ of the Northwest ¼, said Section 36
  - thence run N89°31'16"E for 64.38 feet to a Concrete Monument;
  - thence run S75°56'58"E for 82.83 feet to a ½ Inch Rebar having a Grid Value of N 674,626.37 feet and E 815,781.82 feet on said East Zone Grid;
  - thence run Southeasterly along an arc to the Right for 788.28 feet to a ½ Inch Rebar, said Arc having a Radius of 1,342.00 feet, a Chord Bearing of S85°23'37"E, and a Chord Distance of 777.19 feet;
  - thence run S68°58'58"E for 1,001.75 feet to a ½ Inch Rebar;
  - thence run Easterly along an Arc to the Left for 1,968.43 feet to a ½ Inch Rebar, said Arc having a Radius of 1,512.75 feet, a Chord Bearing of N74°53'52"E, and a Chord Distance of 1,842.77 feet;
  - thence run N37°14'28"E for 745.76 feet to a ½ Inch Rebar;
  - thence run N58°29'05"E for 331.35 feet to a ½ Inch Rebar having a Grid Value of N 674,951.57 feet and E 819,505.42 feet on said East Zone Grid;
  - thence run N57°09'45"E for 79.86 feet to a ½ Inch Rebar;
  - thence run N56°45'16"E for 3.58 feet to a ½ Inch Rebar;
  - thence run Northeasterly along an Arc to the Right for 709.97 feet to a ½ Inch Rebar, said Arc having a Radius of 1,342.00 feet, a Chord Bearing of N73°31'37"E and a Chord Distance of 897.16 feet;
  - thence run N90°48'57"E for 529.67 feet to a ½ Inch Rebar lying on the intersection of said Proposed South Right of Way Line and said Line of the Southeast ¼ of the Northwest ¼, said Point having a Grid Value of N 675,166.87 feet and E 820,908.61 feet on said East Zone Grid.

thence run S00°16'14"W along said East Line of the Southeast ¼ of the Northwest ¼ and the East Line of said Northeast ¼ of the Southeast ¼, Section 36 for 1,857.33 feet to a Concrete Monument representing the Southeast Corner of said Northeast ¼ of the Southeast ¼ and having a Grid Value of N 673,309.57 feet and E 820,949.86 feet on said East Zone Grid;

thence run N89°55'33"W along the South Line of said Northeast ¼ of the Southeast ¼, for 1,331.15 feet to a Concrete Monument representing the Southwest Corner of said Northeast ¼ of the Southeast ¼ and the Northeast Corner of said Southwest ¼ of the Southeast ¼, Section 35;

thence run S00°06'14"E along the East Line of said Southwest ¼ of the Southeast ¼ for 329.49 feet to a ½ Inch Rebar;

thence run S01°00'47"E along said East Line for 45.08 feet to a ½ Inch Round Iron Pin;

thence run S00°00'15"E along said East Line for 947.93 feet to a ½ Inch Round Iron Pin representing the Southeast Corner of said Southwest ¼ of the Southeast ¼ and having a Grid Value of N 673,988.84 feet and E 819,627.16 feet on said East Zone Grid;

thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southeast ¼ for 1,348.84 feet to a Concrete Monument representing the Southwest Corner of said Section 36 and the Southeast Corner of said Section 35 and the Northeast Corner of the Northeast ¼ of the Northeast ¼, said Section 2, all per map or plat thereof on file in the Office of the Chancery Clerk of Lamar County, Mississippi;

thence run N89°47'37"W along said South Line of the Southeast ¼ of said Southeast ¼, Section 35 for 1,320.98 feet to a Concrete Monument representing the Southeast Corner of said Southwest ¼ of the Southeast ¼ and the Southeast Corner of said Southeast ¼ of the Southeast ¼, Section 35;

thence run N89°05'03"W along the South Line of said Southeast ¼ of the Southeast ¼ for 1,310.01 feet to the Point of Beginning,

containing 291.55 Acres, more or less.

OVERALL RIGHT OF WAY (ROW) PARCEL

(Proposed Southern Road, Shelby Thames Drive, Proposed East Access Road, Proposed Golf Course Road & Everglades)

A part of the South ½ of the Southeast ¼, and a part of the North ½ of the Southeast ¼, and a part of the North ½ of the Southwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 35, Township 5 North, Range 14 West, and a part of the Southwest ¼ of the Southeast ¼, a part of the North ½ of the Southeast ¼, and a part of the Northeast ¼ of the Southeast ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone, NAD, B3(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southeast Corner of the Southwest ¼ of said Southeast ¼, Section 35

Beginning at a Concrete Monument representing said Southeast Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid;

- thence run N00°14'17"E, along the West Line of said Southeast ¼ of the Southeast ¼ for 361.81 feet to a ½ Inch Round Iron Pin representing the Southeast Corner of The Woodlands, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said County;
- thence run N00°13'06"E, along said West Line for 461.40 feet to a Concrete Monument representing the Northeast Corner of said Woodlands subdivision;
- thence run N00°06'59"E along said West Line for 495.22 feet to a Concrete Monument representing the Northwest Corner of said Southwest ¼ of the Southeast ¼ and the Southeast Corner of the Northwest ¼ of said Southeast ¼, Section 35;
- thence run N00°29'31"E along the West Line of said Northwest ¼ of the Southeast ¼ for 164.56 feet to a ½ Inch Rebar;
- thence run N00°29'01"E along said West Line for 645.65 feet to a ½ Inch Rebar;
- thence run N00°06'57"W along said West Line for 489.97 feet to a ½ Inch Rebar representing its intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway, said intersection having a Grid Value of N 672,027.09 feet and E 815,637.09 feet on said East Zone Grid, said intersection also being 19.00 feet from a 2 Inch Rebar representing the Northwest Corner of said Northwest ¼ of the Southeast ¼ as measured S00°07'54"E along said West Line
- thence run Easterly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to its intersection with the East Line of the Southeast ¼ of the Northwest ¼, said Section 36
  - thence run N89°31'16"E for 64.38 feet to a Concrete Monument;
  - thence run S75°56'58"E for 82.83 feet to a ½ Inch Rebar having a Grid Value of N 674,626.37 feet and E 815,781.82 feet on said East Zone Grid;
  - thence run Southeasterly along an Arc to the Right for 788.28 feet to a ½ Inch Rebar, said Arc having a Radius of 1,342.00 feet, a Chord Bearing of S85°23'37"E, and a Chord Distance of 777.19 feet;
  - thence run S68°58'58"E for 1,001.75 feet to a ½ Inch Rebar;
  - thence run Easterly along an Arc to the Left for 1,968.43 feet to a ½ Inch Rebar, said Arc having a Radius of 1,512.75 feet, a Chord Bearing of N74°53'52"E, and a Chord Distance of 1,842.77 feet;
  - thence run N37°14'28"E for 745.76 feet to a ½ Inch Rebar;
  - thence run N58°29'05"E for 331.35 feet to a ½ Inch Rebar having a Grid Value of N 674,951.57 feet and E 819,505.42 feet on said East Zone Grid;
  - thence run N57°09'45"E for 79.86 feet to a ½ Inch Rebar;
  - thence run N56°45'16"E for 3.58 feet to a ½ Inch Rebar;
  - thence run Northeasterly along an Arc to the Right for 709.97 feet to a ½ Inch Rebar, said Arc having a Radius of 1,342.00 feet, a Chord Bearing of N73°31'37"E and a Chord Distance of 897.16 feet;
  - thence run N90°48'57"E for 529.67 feet to a ½ Inch Rebar lying on the intersection of said Proposed South Right of Way Line and said Line of the Southeast ¼ of the Northwest ¼, said Point having a Grid Value of N 675,166.87 feet and E 820,908.61 feet on said East Zone Grid.

thence run S00°16'14"W along said East Line for 51.04 feet to a ½ Inch Rebar representing its intersection with the Existing Southern Right of Way Line of said Golf Course Road;

thence run S78°38'37"W for 749.33 feet to a ½ Inch Rebar;

thence run Southwesterly along an Arc to the Right for 593.36 feet to a ½ Inch Rebar, said Arc having a Radius of 597.94 feet, a Chord Bearing of N72°56'37"W and a Chord Distance of 569.05 feet;

thence run N44°11'47"W for 189.80 feet to a ½ Inch Rebar;

thence run Southwesterly along an Arc to the Right for 175.22 feet to a ½ Inch Rebar, said Arc having a Radius of 609.98 feet, a Chord Bearing of S56°02'55"W and a Chord Distance of 174.62 feet;

- thence run S64°16'24"W for 210.00 feet to a ½ Inch Rebar;
- thence run Southwesterly along an Arc to the Left for 849.94 feet to a ½ Inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N82°58'49"W and a Chord Distance of 1,008.33 feet;
- thence run S87°17'28"W for 149.76 feet to a ½ Inch Rebar, said Arc having a Radius of 730.47 feet to a ½ Inch Rebar, said Arc having a Radius of 1,109.89 feet, a Chord Bearing of S68°29'11"W, and a Chord Distance of 809.38 feet;
- thence run S49°40'54"W for 210.00 feet to a ½ Inch Rebar;
- thence run S40°08'15"E along said East Line for 569.91 feet to a ½ Inch Round Iron Pin representing the Southeast Corner of said Southwest ¼ of the Southeast ¼ and having a Grid Value of N 673,988.84 feet and E 819,627.16 feet on said East Zone Grid;
- thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southeast ¼ for 97.47 feet to a ½ Inch Rebar;
- thence run Northeasterly along an arc to the Left for 770.56 feet to a ½ Inch Rebar, said Arc having a Radius of 1,009.90 feet, a Chord Bearing of N45°45'53"W, and a Chord Distance of 752.00 feet;
- thence run N45°45'53"W for 139.85 feet to a ½ Inch Rebar;
- thence run Northwesterly along an Arc to the Left for 930.92 feet to a ½ Inch Rebar, said Arc having a Radius of 890.90 feet, a Chord Bearing of N66°29'11"W and a Chord Distance of 888.82 feet;
- thence run N87°12'28"W for 149.27 feet to a ½ Inch Rebar;
- thence run Southwesterly along an Arc to the Left for 1,675.81 feet to a ¾ Inch Rebar having a Grid Value of N 672,227.25 feet and E 816,603.51 feet on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S73°42'20"W and a Chord Distance of 1,651.08 feet;
- thence run S57°47'28"E for 107.65 feet to a Concrete Monument;
- thence run Southwesterly along an Arc to the Right for 133.37 feet to a ½ Inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of N 672,203.01 feet and E 816,508.89 feet on said East Zone Grid, said Arc having a Radius of 407.50 feet, a Chord Bearing of S27°24'59"I and a Chord Distance of 132.77 feet;

thence run N89°05'03"W along said South Line for 85.79 feet to a ½ Inch Rebar;

thence run Northwesterly along an Arc to the Left for 90.22 feet to a Concrete Monument, said Arc having a Radius of 263.60 feet, a Chord Bearing of N21°59'11"W and a Chord Distance of 89.78 feet;

thence run N31°47'28"W for 103.46 feet to a Concrete Monument and having a Grid Value of N 672,385.60 feet and E 816,333.58 feet on said East Zone Grid;

thence run Northwesterly along an Arc to the Right for 601.99 feet to a ½ Inch Rebar representing a Point on said South Line of the Southwest ¼ of the Southeast ¼, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of S74°12'29"W and a Chord Distance of 593.39 feet;

thence run N89°05'03"W along said South Line for 134.96 feet to the Point of Beginning,

containing 23.83 Acres, more or less.

RIGHT OF WAY PARCEL ROW1 - Existing Shelby Thames Drive & Everglades

A part of the South ½ of the Southeast ¼, and a part of the Northeast ¼ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone, NAD, B3(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southeast Corner of the Southwest ¼ of said Southeast ¼, Section 35

Commencing at a Concrete Monument representing said Southeast Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid;

- thence run N89°05'03"W along the South Line of said Southeast ¼ of the Southeast ¼ for 134.96 feet to a ¾ Inch Rebar;

thence run Northwesterly along an Arc to the Left for 385.54 feet to a Concrete Monument representing the Point of Beginning having a Grid Value of N 672,089.29 feet and E 816,140.21 feet on said East Zone Grid, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of N80°27'05"I and a Chord Distance of 383.26 feet;

- thence run N00°35'35"W for 110.72 feet to a ¾ Inch Rebar;
- thence run Northwesterly along an Arc to the Left for 392.31 feet to a ¾ Inch Rebar, said Arc having a Radius of 926.87 feet, a Chord Bearing of N68°45'50"I and a Chord Distance of 191.97 feet;
- thence run N01°48'39"E for 81.23 feet to a ¾ Inch Rebar;
- thence run Northeasterly along an Arc to the Right for 466.51 feet to a Concrete Monument having a Grid Value of N 672,515.56 feet and E 816,721.45 feet on said East Zone Grid, said Arc having a Radius of 1,920.03 feet, a Chord Bearing of N82°33'07"E and a Chord Distance of 465.37 feet;
- thence run N89°27'11"W for 132.86 feet to a Concrete Monument representing its intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway;
- thence run Southeasterly along said Proposed South Right of Way Line for 82.83 feet to a ½ Inch Rebar having a Grid Value of N 674,626.37 feet and E 815,781.82 feet on said East Zone Grid;
- thence run Southeasterly along an Arc to the Left for 566.76 feet to a Concrete Monument, said Arc having a Radius of 514.50 feet, a Chord Bearing of S51°52'10"E and a Chord Distance of 538.53 feet;
- thence run Southeasterly along an Arc to the Right for 831.07 feet to a Concrete Monument, said Arc having a Radius of 1,166.79 feet, a Chord Bearing of S50°02'34"E and a Chord Distance of 813.31 feet;
- thence run S70°06'44"E for 35.00 feet to a ½ Inch Rebar;
- thence run N01°37'54"W for 50.00 feet to a ¾ Inch Rebar;
- thence run Northeasterly along an Arc to the Right for 50.94 feet to a ¾ Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N87°37'39"E and a Chord Distance of 50.93 feet;
- thence run Northeasterly along an Arc to the Left for 1,264.59 feet to a Concrete Monument, said Arc having a Radius of 1,087.11 feet, a Chord Bearing of N32°26'59"W and a Chord Distance of 1,193.98 feet;
- thence run Northwesterly along an Arc to the Right for 454.37 feet to a Concrete Monument, said Arc having a Radius of 591.35 feet, a Chord Bearing of N13°03'49"W and a Chord Distance of 442.99 feet;
- thence run N00°27'11"W for 132.86 feet to a Concrete Monument representing its intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway;
- thence run Southeasterly along said Proposed South Right of Way Line for 82.83 feet to a ½ Inch Rebar having a Grid Value of N 674,626.37 feet and E 815,781.82 feet on said East Zone Grid;
- thence run Southeasterly along an Arc to the Left for 566.76 feet to a Concrete Monument, said Arc having a Radius of 514.50 feet, a Chord Bearing of S51°52'10"E and a Chord Distance of 538.53 feet;
- thence run Southeasterly along an Arc to the Right for 831.07 feet to a Concrete Monument, said Arc having a Radius of 1,166.79 feet, a Chord Bearing of S50°02'34"E and a Chord Distance of 813.31 feet;
- thence run S70°06'44"E for 35.00 feet to a ½ Inch Rebar;
- thence run N01°37'54"W for 50.00 feet to a ¾ Inch Rebar;
- thence run Northeasterly along an Arc to the Right for 50.94 feet to a ¾ Inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N87°37'39"E and a Chord Distance of 50.93 feet;
- thence run Northeasterly along an Arc to the Left for 1,264.59 feet to a Concrete Monument, said Arc having a Radius of 1,087.11 feet, a Chord Bearing of N32°26'59"W and a Chord Distance of 1,193.98 feet;
- thence run Northwesterly along an Arc to the Right for 454.37 feet to a Concrete Monument, said Arc having a Radius of 591.35 feet, a Chord Bearing of N13°03'49"W and a Chord Distance of 442.99 feet;
- thence run N00°27'11"W for 132.86 feet to a Concrete Monument representing its intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway;
- thence run Southeasterly along said Proposed South Right of Way Line for 82.83 feet to a ½ Inch Rebar having a Grid Value of N 674,626.37 feet and E 815,781.82 feet on said East Zone Grid;
- thence run Southeasterly along an Arc to the Left for 566.76 feet to a Concrete Monument, said Arc having a Radius of 514.50 feet, a Chord Bearing of S51°52'10"E and a Chord Distance of 538.53 feet;
- thence run Southeasterly along an Arc to the Right for 831.07 feet to a Concrete Monument, said Arc having a Radius of 1,166.79 feet, a Chord Bearing of S50°02'34"E and a Chord Distance of 813.31 feet;
- thence run S70°06'44"E for 109.98 feet to a ¾ Inch Rebar;
- thence run Southeasterly along an Arc to the Left for 700.53 feet to a ¾ Inch Rebar having a Grid Value of N 672,227.25 feet and E 816,603.51 feet on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S65°45'42"W and a Chord Distance of 698.71 feet;
- thence run S31°47'28"E for 107.65 feet to a Concrete Monument;
- thence run Southwesterly along an Arc to the Right for 133.37 feet to a ½ Inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of N 672,203.01 feet and E 816,508.89 feet on said East Zone Grid, said Arc having a Radius of 407.50 feet, a Chord Bearing of S27°24'59"I and a Chord Distance of 132.77 feet;
- thence run N89°05'03"W along said South Line for 134.96 feet to the Point of Beginning,

containing 2.83 Acres, more or less.

RIGHT OF WAY PARCEL ROW2 - Proposed Roadway South & West of Shelby Thames Drive

A part of the Southwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone, NAD, B3(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southeast Corner of said Southwest ¼ of the Southeast ¼, Section 35

Beginning at a Concrete Monument representing said Southeast Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid;

- thence run N00°14'17"E, along the West Line of said Southeast ¼ of the Southeast ¼ for 110.33 feet to a ¾ Inch Rebar;

thence run Northwesterly along an Arc to the Left for 385.54 feet to a Concrete Monument having a Grid Value of N 672,089.29 feet and E 816,140.21 feet on said East Zone Grid, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of N80°27'05"I and a Chord Distance of 383.26 feet;

- thence run N00°35'35"W for 110.72 feet to a ¾ Inch Rebar;
- thence run Northwesterly along an Arc to the Left for 392.31 feet to a ¾ Inch Rebar, said Arc having a Radius of 926.87 feet, a Chord Bearing of N68°45'50"I and a Chord Distance of 191.97 feet;
- thence run N01°48'39"E for 81.23 feet to a ¾ Inch Rebar;
- thence run Northeasterly along an Arc to the Right for 466.51 feet to a Concrete Monument having a Grid Value of N 672,515.56 feet and E 816,721.45 feet on said East Zone Grid, said Arc having a Radius of 1,920.03 feet, a Chord Bearing of N82°33'07"E and a Chord Distance of 465.37 feet;
- thence run N89°27'11"W for 132.86 feet to a Concrete Monument representing its intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway;
- thence run Southeasterly along said Proposed South Right of Way Line for 82.83 feet to a ½ Inch Rebar having a Grid Value of N 674,626.37 feet and E 815,781.82 feet on said East Zone Grid;
- thence run Southeasterly along an Arc to the Left for 566.76 feet to a Concrete Monument, said Arc having a Radius of 514.50 feet, a Chord Bearing of S51°52'10"E and a Chord Distance of 538.53 feet;
- thence run Southeasterly along an Arc to the Right for 831.07 feet to a Concrete Monument, said Arc having a Radius of 1,166.79 feet, a Chord Bearing of S50°02'34"E and a Chord Distance of 813.31 feet;
- thence run S70°06'44"E for 109.98 feet to a ¾ Inch Rebar;
- thence run Southeasterly along an Arc to the Left for 700.53 feet to a ¾ Inch Rebar having a Grid Value of N 672,227.25 feet and E 816,603.51 feet on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S65°45'42"W and a Chord Distance of 698.71 feet;
- thence run S31°47'28"E for 107.65 feet to a Concrete Monument;
- thence run Southwesterly along an Arc to the Right for 133.37 feet to a ½ Inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of N 672,203.01 feet and E 816,508.89 feet on said East Zone Grid, said Arc having a Radius of 407.50 feet, a Chord Bearing of S27°24'59"I and a Chord Distance of 132.77 feet;
- thence run N89°05'03"W along said South Line for 85.79 feet to a ½ Inch Rebar;
- thence run Northwesterly along an Arc to the Left for 90.22 feet to a Concrete Monument, said Arc having a Radius of 263.60 feet, a Chord Bearing of N21°59'11"W and a Chord Distance of 89.78 feet;
- thence run N31°47'28"W for 103.46 feet to a Concrete Monument and having a Grid Value of N 672,385.60 feet and E 816,333.58 feet on said East Zone Grid;
- thence run Northwesterly along an Arc to the Right for 601.99 feet to a ½ Inch Rebar representing a Point on said South Line of the Southwest ¼ of the Southeast ¼, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of S74°12'29"W and a Chord Distance of 593.39 feet;
- thence run N89°05'03"W along said South Line for 134.96 feet to the Point of Beginning,

containing 2.83 Acres, more or less.

RIGHT OF WAY PARCEL ROW3 - Proposed Southern Road, Proposed East Access Road & Proposed Golf Course Road

A part of the Southwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, and a part of the Southwest ¼ of the Southeast ¼, a part of the North ½ of the Southwest ¼, and a part of the South ½ of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, and a part of the Southwest ¼ of the Northwest ¼, Section 31, Township 5 North, Range 13 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone, NAD, B3(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southeast Corner of said Southwest ¼ of the Southeast ¼, Section 35

Commencing at a Concrete Monument representing said Southeast Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid;

- thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southeast ¼ for 97.47 feet to a ½ Inch Rebar;

thence run Northeasterly along an Arc to the Left for 770.56 feet to a ½ Inch Rebar, said Arc having a Radius of 1,009.90 feet, a Chord Bearing of N45°45'53"W, and a Chord Distance of 752.00 feet;

- thence run N45°45'53"W for 139.85 feet to a ½ Inch Rebar;
- thence run Northwesterly along an Arc to the Left for 930.92 feet to a ½ Inch Rebar, said Arc having a Radius of 890.90 feet, a Chord Bearing of N66°29'11"W and a Chord Distance of 888.82 feet;
- thence run N87°12'28"W for 149.27 feet to a ½ Inch Rebar;
- thence run Southwesterly along an Arc to the Left for 1,675.81 feet to a ¾ Inch Rebar having a Grid Value of N 672,227.25 feet and E 816,603.51 feet on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S73°42'20"W and a Chord Distance of 1,651.08 feet;
- thence run S57°47'28"E for 107.65 feet to a Concrete Monument;
- thence run Southwesterly along an Arc to the Right for 133.37 feet to a ½ Inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of N 672,203.01 feet and E 816,508.89 feet on said East Zone Grid, said Arc having a Radius of 407.50 feet, a Chord Bearing of S27°24'59"I and a Chord Distance of 132.77 feet;

thence run N89°05'03"W along said South Line for 85.79 feet to a ¾ Inch Rebar;

thence run Northwesterly along an Arc to the Left for 90.22 feet to a Concrete Monument, said Arc having a Radius of 263.60 feet, a Chord Bearing of N21°59'11"W and a Chord Distance of 89.78 feet;

thence run N31°47'28"W for 103.46 feet to a Concrete Monument and having a Grid Value of N 672,385.60 feet and E 816,333.58 feet on said East Zone Grid;

thence run Northwesterly along an Arc to the Right for 601.99 feet to a ½ Inch Rebar representing a Point on said South Line of the Southwest ¼ of the Southeast ¼, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of S74°12'29"W and a Chord Distance of 593.39 feet;

thence run N89°05'03"W along said South Line for 134.96 feet to the Point of Beginning,

containing 23.83 Acres, more or less.

RIGHT OF WAY PARCEL ROW4 - Existing West Hills Drive

A part of the Southwest ¼ of the Southeast ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone, NAD, B3(2011), US Survey Feet, with a combined scale factor of 0.99997564 and a convergence angle of (minus) 0°16'27.97" at the Southeast Corner of said Southwest ¼ of the Southeast ¼

- Beginning at a ½ Inch Round Iron Pin representing said Southeast Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid;
- thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southeast ¼ for 55.00 feet to a ½ Inch Rebar having a Grid Value of N 671,988.84 feet and E 815,572.53 feet on said East Zone Grid;
- thence run N00°08'15"W and parallel to said East Line for 659.28 feet to a ½ Inch Rebar;
- thence run N89°51'45"E for 55.00 feet to a ½ Inch Rebar representing a Point on said East Line and having a East Value of N 672,588.13 feet and E 815,627.53 feet on said East Zone Grid;
- thence run S00°08'15"E along said East Line for 569.91 feet to the Point of Beginning,

containing 0.72 Acres, more or less.

PARCEL 1 - Reserved Recreation Parcel

A part of the Southwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, and a part of the West ½ of the Southwest ¼ and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone, NAD, B3(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southeast Corner of said Southwest ¼ of the Southeast ¼, Section 35

Commencing at a Concrete Monument representing said Southeast Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid;

- thence run N00°14'17"E for 361.81 feet to a ½ Inch Round Iron Pin representing the Southeast Corner of The Woodlands, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said County;
- thence run N00°13'06"E, along said West Line for 461.40 feet to a Concrete Monument representing the Northeast Corner of said Woodlands subdivision;
- thence run N00°06'59"E along said West Line for 166.78 feet to a ½ Inch Rebar representing the Point of Beginning and having a Grid Value of N 673,017.80 feet and E 815,613.12 feet on said East Zone Grid;
- thence continue N00°06'59"E along said West Line for 328.44 feet to a Concrete Monument representing the Northwest Corner of said Southwest ¼ of the Southeast ¼ and the Southeast Corner of the Northeast ¼ of said Southeast ¼, Section 35;
- thence run N00°29'31"E along the West Line of said Northeast ¼ of the Southeast ¼ for 164.56 feet to a ½ Inch Rebar;
- thence run N00°29'01"E along said West Line for 645.65 feet to a ½ Inch Rebar;
- thence run N00°06'57"W along said West Line for 489.92 feet to a ½ Inch Rebar representing its intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway, said intersection having a Grid Value of N 674,643.59 feet and E 815,637.09 feet on said East Zone Grid, said intersection also being 19.00 feet from a 2 Inch Round Iron Pin representing the Northwest Corner of said Northeast ¼ of the Southeast ¼ as measured S00°07'54"E along said West Line
- thence run Easterly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to its intersection with the East Line of the Southeast ¼ of the Northwest ¼, said Section 36
  - thence run N89°31'16"E for 64.38 feet to a Concrete Monument;
  - thence run S75°56'58"E for 82.83 feet to a ½ Inch Rebar having a Grid Value of N 674,626.37 feet and E 815,781.82 feet on said East Zone Grid;
  - thence run Southeasterly along an Arc to the Right for 788.28 feet to a ½ Inch Rebar, said Arc having a Radius of 1,342.00 feet, a Chord Bearing of S85°23'37"E, and a Chord Distance of 777.19 feet;
  - thence run S68°58'58"E for 1,001.75 feet to a ½ Inch Rebar;
  - thence run Easterly along an Arc to the Left for 1,968.43 feet to a ½ Inch Rebar, said Arc having a Radius of 1,512.75 feet, a Chord Bearing of N74°53'52"E, and a Chord Distance of 1,842.77 feet;
  - thence run N37°14'28"E for 745.76 feet to a ½ Inch Rebar;
  - thence run N58°29'05"E for 331.35 feet to a ½ Inch Rebar having a Grid Value of N 674,951.57 feet and E 819,505.42 feet on said East Zone Grid;
  - thence run N57°09'45"E for 79.86 feet to a ½ Inch Rebar;
  - thence run N56°45'16"E for 3.58 feet to a ½ Inch Rebar;
  - thence run Northeasterly along an Arc to the Right for 709.97 feet to a ½ Inch Rebar, said Arc having a Radius of 1,342.00 feet, a Chord Bearing of N73°31'37"E and a Chord Distance of 897.16 feet;
  - thence run N90°48'57"E for 529.67 feet to a ½ Inch Rebar lying on the intersection of said Proposed South Right of Way Line and said Line of the Southeast ¼ of the Northwest ¼, said Point having a Grid Value of N 675,166.87 feet and E 820,908.61 feet on said East Zone Grid.

thence run S00°16'14"W along said East Line for 51.04 feet to a ½ Inch Rebar representing its intersection with the Existing Southern Right of Way Line of said Golf Course Road;

thence run S78°38'37"W for 749.33 feet to a ½ Inch Rebar;

thence run Southwesterly along an Arc to the Right for 593.36 feet to a ½ Inch Rebar, said Arc having a Radius of 597.94 feet, a Chord Bearing of N72°56'37"W and a Chord Distance of 569.05 feet;

thence run N44°11'47"W for 189.80 feet to a ½ Inch Rebar;

thence run Southwesterly along an Arc to the Right for 175.22 feet to a ½ Inch Rebar, said Arc having a Radius of 609.98 feet, a Chord Bearing of S56°02'55"W and a Chord Distance of 174.62 feet;

- thence run S64°16'24"W for 210.00 feet to a ½ Inch Rebar;
- thence run Southwesterly along an Arc to the Left for 849.94 feet to a ½ Inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N82°58'49"W and a Chord Distance of 1,008.33 feet;
- thence run S87°17'28"W for 149.76 feet to a ½ Inch Rebar, said Arc having a Radius of 730.47 feet to a ½ Inch Rebar, said Arc having a Radius of 1,109.89 feet, a Chord Bearing of S68°29'11"W, and a Chord Distance of 809.38 feet;
- thence run S49°40'54"W for 210.00 feet to a ½ Inch Rebar having a Grid Value of N 674,434.41 feet and E 815,829.29 feet on said East Zone Grid;
- thence run Northwesterly along an Arc to the Left for 373.07 feet to a ½ Inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of N29°54'24"I and a Chord Distance of 371.30 feet;
- thence run N39°31'36"W for 108.67 feet to a ½ Inch Rebar;
- thence run Northwesterly along an Arc to the Right for 911.43 feet to a ½ Inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of N61°15'37"W and a Chord Distance of 889.26 feet;
- thence run N44°16'40"I for 210.00 feet to a ½ Inch Rebar;
- thence run Northerly along an Arc to the Right for 1,187.97 feet to a ½ Inch Rebar, said Arc having a Radius of 539.98 feet, a Chord Bearing of N14°27'44"E and a Chord Distance of 955.89 feet;
- thence run Northeasterly along an Arc to the Right for 489.84 feet to a ½ Inch Rebar, said Arc having a Radius of 1,379.96 feet, a Chord Bearing of N48°29'11"W and a Chord Distance of

PARCEL SURVEY BOUNDARY DESCRIPTIONS CONTINUED:

PARCEL 7 - Southeast Parcel

A part of the Northeast ¼ of the Southwest ¼ and a part of the West ½ of the Southwest ¼ Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997432 and a convergence angle of (minus) 0°16'19.80" at the Southeast Corner of said Northeast ¼ of the Southwest ¼.

- Beginning at a Concrete Monument representing said Southeast Corner of the Northeast ¼ of said Southwest ¼ and having a Grid Value of N 673,309.57 feet and E 820,949.86 feet on said East Zone Grid.
- thence run N89°45'33"W along the South Line of said Northeast ¼ of the Southwest ¼ for 1,333.15 feet to a Concrete Monument representing the Southwest Corner of said Northeast ¼ of the Southwest ¼ and the Northeast Corner of said Southeast ¼ of the Southwest ¼, Section 36;
- thence run S00°56'16"E along the East Line of said Southwest ¼ of the Southwest ¼ for 329.45 feet to a ½ Inch Rebar;
- thence run S01°00'47"E along said East Line for 45.08 feet to a ½ Inch Round Iron Pin.
- thence run S00°08'15"E along said East Line for 378.07 feet to a ¾ Inch Rebar representing its intersection with the Proposed North Right of Way Line of West Hills Drive, a public roadway.
- thence run S89°51'45"W for 55.00 feet to a ½ Inch Rebar representing a Point where said Proposed North Right of Way Line becomes the Proposed West Right of Way Line of said West Hills Drive.
- thence run S00°08'15"E along said Proposed West Right of Way Line and parallel to said East Line of the Southwest ¼ of the Southwest ¼, Section 36 for 459.28 feet to a ¾ Inch Rebar representing its intersection with the Proposed Northern Right of Way Line of a Proposed unnamed public roadway.
- thence run Northwesterly along said Proposed Northern Right of Way Line for the next 3 calls to its intersection with Proposed Southeastern Right of Way Line of a Proposed unnamed public roadway.
  - ** thence run N89°28'53"W for 41.21 feet to a ½ Inch Rebar.
  - ** thence run Northwesterly along and Arc to the Right for 686.64 feet to a ½ Inch Rebar, said Arc having a Radius of 899.92 feet, a Chord Bearing of N67°37'27"W and a Chord Distance of 670.10 feet.
  - ** thence run N45°45'53"W for 33.85 feet to a ½ Inch Rebar representing said Intersection and having a Grid Value of N 672,378.42 feet and E 818,886.78 feet on said East Zone Grid.
- thence run Northwesterly along said Proposed Southeastern Right of Way Line for the next 5 calls to a ½ Inch Rebar representing its intersection with the Proposed Southern Right of Way Line of Golf Course Road, a proposed public roadway.
  - ** thence run Northeasterly along an Arc to the Left for 406.58 feet to a ½ Inch Rebar, said Arc having a Radius of 1,181.89 feet, a Chord Bearing of N30°03'52"E and a Chord Distance of 404.59 feet.
  - ** convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼ of the Southwest ¼.
  - ** thence run Northeasterly along an arc to the Right for 689.94 feet to a ½ Inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of N42°15'37"E and a Chord Distance of 679.18 feet.
  - ** thence run N64°16'40"E for 212.09 feet to a ½ Inch Rebar.
  - ** thence run Northeasterly along an Arc to the Left for 175.22 feet to a ½ Inch Rebar representing said Intersection, said Arc having a Radius of 609.58 feet, a Chord Bearing of N56°02'55"E and a Chord Distance of 174.62 feet.
- thence run Easterly along said Proposed Southern Right of Way Line for the next 3 calls to its intersection with the East Line of said Northeast ¼ of the Southwest ¼.
  - ** thence run S44°31'47"E for 189.80 feet to a ½ Inch Rebar.
  - ** thence run Southeasterly along an Arc to the Left for 593.06 feet to a ½ Inch Rebar, said Arc having a Radius of 597.96 feet, a Chord Bearing of S72°56'37"E and a Chord Distance of 569.25 feet.
  - ** thence run N78°38'33"E for 259.33 feet to a ¾ Inch Rebar representing said Intersection.
- thence run S00°16'14"W along said East Line for 77.20 feet to the Point of Beginning.
- comprising 16.74 Acres, more or less.

PARCEL 8 - South Parcel

A part of the South ½ of the Southwest ¼, Section 35, Township 5 North, Range 14 West, and a part of the Southwest ¼ of the Southwest ¼, Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼ and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid.
- thence run S89°05'03"E along the South Line of said Southwest ¼ of the Southwest ¼ for 881.07 feet to a ¾ Inch Rebar representing its intersection with the Proposed Eastern Right of Way Line of Everglades, a public roadway, said Intersection having a Grid Value of N 672,013.51 feet and E 816,508.49 feet on said East Zone Grid, and the Point of Beginning.
- thence run Northeasterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 133.37 feet in a Concrete Monument, said Arc having a Radius of 407.55 feet, a Chord Bearing of N22°24'59"W and a Chord Distance of 132.77 feet.
- thence run N31°47'28"W along said Proposed Eastern Right of Way Line for 107.65 feet to a ¾ Inch Rebar representing its intersection with the Proposed Southern Right of Way Line of a Proposed unnamed public roadway said intersection having a Grid Value of N 672,227.25 feet and E 816,401.14 feet on said East Zone Grid.
- thence run N58°43'16"E along said Proposed Southern Right of Way Line for 10.00 feet to a ½ Inch Rebar.
- thence run S31°47'28"E, and parallel to said Proposed Eastern Right of Way Line for 107.56 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc to the Right and parallel to said Proposed Eastern Right of Way Line for 139.12 feet to ½ Inch Rebar representing a Point on said South Line, said Arc having a Radius of 417.55 feet, a Chord Bearing of S22°14.45"E and a Chord Distance of 138.48 feet.
- thence run N89°05'03"W along said South Line for 10.30 feet to the Point of Beginning.
- containing 0.06 Acres (2,439 Square Feet), more or less

EASEMENT E2 - 10 Foot Utility Easement on the North Side of the Proposed Southern Road and the West Side of Shelby Thames Drive

A part of the Southwest ¼ of the Southwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼ of the Southwest ¼, Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼ and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid.
- thence run East for 1,093.92 feet,
- thence run North for 488.56 feet to a Concrete Monument representing the Proposed Western Right of Way Line of Shelby Thames Drive, a public roadway, and Proposed Northern Right of Way Line of an unnamed Proposed Roadway and the Point of Beginning, said Intersection having a Grid Value of N 672,515.66 feet and E 816,721.45 feet on said East Zone Grid.
- thence run Southeasterly along said Proposed Northern Right of Way Line and an Arc to the Left for 866.51 feet to a ½ Inch Rebar, said Arc having a Radius of 2,920.03 feet, a Chord Bearing of S62°37'02"W and a Chord Distance of 863.37 feet.
- thence run S53°48'26"W along said Proposed Northern Right of Way Line for 41.34 feet to a ½ Inch Rebar,
- thence run N32°11'34"W for 10.00 feet to a ½ Inch Rebar having a Grid Value of N 672,286.07 feet and E 816,268.21 feet on said East Zone Grid.
- thence run N53°48'26"E and parallel to said Proposed Northern Right of Way Line for 41.34 feet to a ½ Inch Rebar,
- thence run Northeasterly along an Arc to the Right and parallel to said Proposed Northern Right of Way Line for 458.23 feet to a ½ Inch Rebar, said Arc having a Radius of 2,930.03 feet, a Chord Bearing of N62°17'35"E and a Chord Distance of 457.76 feet,
- thence run N27°30'41"W and parallel to said Proposed Western Right of Way Line for 29.67 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Right for 318.97 feet to a ½ Inch Rebar representing a Point on said Proposed Western Right of Way Line, said Arc having a Radius of 989.71 feet, a Chord Bearing of N23°43'21"W and a Chord Distance of 317.68 feet.
- thence run N14°05'56"W for 1,008.41 feet to said Proposed Western Right of Way Line for 10.00 feet to a ½ Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 315.62 feet to a ½ Inch Rebar, said Arc having a Radius of 999.89 feet, a Chord Bearing of S12°49'27"E and a Chord Distance of 314.33 feet,
- thence run S21°20'41"E for 39.34 feet to the Point of Beginning,
- comprising 0.20 Acres (8,554 Square Feet), more or less

EASEMENT E3 - 20 Foot Utility Easement on the West Side of Shelby Thames Drive

A part of the West ½ of the Southwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼ of the Southwest ¼, Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼ and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid.
- thence run North for 1,008.41 feet,
- thence run N14°05'56"W along said Proposed Western Right of Way Line for 10.00 feet to a ½ Inch Rebar, said Arc having a Radius of 999.89 feet and the Point of Beginning, said Intersection having a Grid Value of N 673,009.50 feet and E 815,635.96 feet on said East Zone Grid.
- thence run N89°05'03"W along said Proposed Northern Right of Way line for 20.00 feet to a ½ Inch Rebar,
- thence run Northerly along an Arc to the Right and parallel to said Proposed Western Right of Way Line for 10.04 feet to a ½ Inch Rebar, said Arc having a Radius of 979.73 feet, a Chord Bearing of N01°23'30"E and a Chord Distance of 10.04 feet.
- thence run Northeasterly along an Arc to the Left and parallel to said Proposed Western Right of Way line for 907.60 feet to a ½ Inch Rebar, said Arc having a Radius of 1,063.13 feet, a Chord Bearing of N21°27'33"E and a Chord Distance of 880.29 feet.
- thence run N44°08'12"E for 70.00 feet to a ½ Inch Rebar representing a Point on said Western Right of Way Line,
- thence run Southeasterly along said Proposed Western Right of Way Line and an Arc to the Right for 924.66 feet to a ½ Inch Rebar, said Arc having a Radius of 1,083.11 feet, a Chord Bearing of S21°37'33"E and a Chord Distance of 896.83 feet.
- thence run Southerly along an Arc to the Left for 50.84 feet to the Point of Beginning, said Arc having a Radius of 939.69 feet, a Chord Bearing of S01°23'30"W and a Chord Distance of 50.83 feet.
- comprising 0.44 Acres (19,352 Square Feet), more or less

EASEMENT E4 - 20 Foot X 40 Foot Utility Easement on the East Side of Shelby Thames Drive

A part of the Northwest ¼ of the Southwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼ of the Southwest ¼, Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼ and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid.
- thence run North for 1,889.05 feet to a ½ Inch Rebar representing a Point on the Proposed Eastern Right of Way Line of Shelby Thames Drive, a public roadway, and the Point of Beginning, said Point having a Grid Value of N 673,916.15 feet and E 815,288.59 feet on said East Zone Grid.
- thence run Northeasterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 40.00 feet to a ½ Inch Rebar, said Arc having a Radius of 1,154.79 feet, a Chord Bearing N53°01'00"W and a Chord Distance of 40.00 feet.
- thence run N36°59'33"E for 20.00 feet to a ½ Inch Rebar having a Grid Value of N 673,956.76 feet and E 816,269.09 feet on said East Zone Grid.
- thence run Southeasterly along an Arc to the Right and parallel to said Proposed Eastern Right of Way Line for 40.65 feet to a ½ Inch Rebar, said Arc having a Radius of 1,174.79 feet, a Chord Bearing S52°01'01"E and a Chord Distance of 40.64 feet.
- thence run S38°58'26"W for 20.00 feet to the Point of Beginning.
- comprising 0.02 Acres (807 Square Feet), more or less

EASEMENT E5 - 20 Foot X 20 Foot Drainage Easement on the West Side of Shelby Thames Drive

A part of the Northwest ¼ of the Southwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼ of the Southwest ¼, Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid.
- thence run East for 283.74 feet,
- thence run North for 2,034.91 feet to a ½ Inch Rebar representing a Point on the Proposed Western Right of Way Line of Shelby Thames Drive, a public roadway, and the Point of Beginning, said Point having a Grid Value of N 674,062.00 feet and E 815,916.27 feet on said East Zone Grid.
- thence run S40°37'55"W for 20.00 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the Right and parallel to said Proposed Western Right of Way Line for 20.00 feet to a ½ Inch Rebar having a Grid Value of N 674,076.83 feet and E 815,898.89 feet on said East Zone Grid, said Arc having a Radius of 811.75 feet, a Chord Bearing N49°21'37"W and a Chord Distance of 20.00 feet,
- thence run N40°37'55"E for 20.00 feet to a ½ Inch Rebar representing a Point on said Proposed Western Right of Way Line,
- thence Southeasterly along said Proposed Western Right of Way Line and an Arc to the Left for 20.00 feet to the Point of Beginning, said Arc having a Radius of 791.75 feet, a Chord Bearing S49°21'26"E and a Chord Distance of 20.00 feet,
- comprising 0.01 Acres (400 Square Feet), more or less.

EASEMENT E6 - 15 Foot X 30 Foot Drainage Easement on the West Side of Shelby Thames Drive

A part of the Northwest ¼ of the Southwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼ of the Southwest ¼, Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid.
- thence run East for 283.74 feet,
- thence run North for 2,124.99 feet to a ½ Inch Rebar representing a Point on the Proposed Western Right of Way Line of Shelby Thames Drive, a public roadway, and the Point of Beginning, said Point having a Grid Value of N 674,151.48 feet and E 815,829.05 feet on said East Zone Grid.
- thence run S51°44'44"W for 15.00 feet to a ½ Inch Rebar representing a Point on said Proposed Western Right of Way Line,
- thence run Northwesterly along an Arc to the Right and parallel to said Proposed Western Right of Way Line for 30.77 feet to a ½ Inch Rebar having a Grid Value of N 674,166.54 feet and E 815,798.87 feet on said East Zone Grid, said Arc having a Radius of 805.75 feet, a Chord Bearing N37°11'36"W and a Chord Distance of 30.76 feet,
- thence run N56°39'48"E for 15.00 feet to a ½ Inch Rebar representing a Point on said Proposed Western Right of Way Line,
- thence Southeasterly along said Proposed Western Right of Way Line and an Arc to the Left for 30.00 feet to the Point of Beginning, said Arc having a Radius of 791.75 feet, a Chord Bearing S36°43'07"E and a Chord Distance of 30.00 feet,
- comprising 0.01 Acres (456 Square Feet), more or less.

EASEMENT E7 - 20 Foot Utility Easement running Between Shelby Thames Drive and Classic Drive

A part of the North ½ of the Southwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of the Southwest ¼ of said Southwest ¼, Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼ and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid.
- thence run East for 827.31 feet,
- thence run North for 1,724.05 feet to a ½ Inch Rebar representing the intersection of the Northwestern Right of Way Line of Dixie Pipeline and the Proposed Eastern Right of Way Line of Shelby Thames Drive, a public roadway, and the Point of Beginning, said Intersection having a Grid Value of N 673,751.16 feet and E 816,454.84 feet on said East Zone Grid.
- thence run Northwesterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 10.05 feet to a ½ Inch Rebar, said Arc having a Radius of 1,156.79 feet, a Chord Bearing N36°39'12"W and a Chord Distance of 10.05 feet.
- thence run N45°03'31"E and parallel to said Northwestern Right of Way Line for 641.63 feet to a ½ Inch Rebar,
- thence run N85°21'59"E for 343.59 feet to a ½ Inch Rebar,
- thence run N05°39'07"E for 180.58 feet to a ½ Inch Rebar to a Point on the Proposed South Right of Way Line of Classic Drive, a public roadway, and having a Grid Value of N 674,419.98 feet and E 817,262.85 feet on said East Zone Grid.
- thence run Easterly along said Proposed South Right of Way Line and an Arc to the Left for 20.00 feet to a ½ Inch Rebar, said Arc having a Radius of 3,522.75 feet, a Chord Bearing S84°24.91"E and a Chord Distance of 20.00 feet,
- thence run S05°39'07"W for 197.68 feet a ½ Inch Rebar,
- thence run S85°21'59"W for 352.94 feet to a Spike Nail, Witness Corner from said Spike Nail, run N81°21'59"E for 46.32 feet to a ½ Inch Rebar),
- thence run S45°03'31"W and parallel to said Northwestern Right of Way Line for 636.22 feet to a Spike Nail representing a Point on said Proposed Eastern Right of Way Line,
- thence run Northwesterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 10.05 feet to the Point of Beginning, said Arc having a Radius of 1,156.79 feet, a Chord Bearing N39°09'20"W and a Chord Distance of 10.05 feet,
- comprising 0.54 Acres (23,532 Square Feet), more or less

EASEMENT E8 - 20 Foot Drainage Easement on the South side of Classic Drive

A part of the Northwest ¼ of the Southwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼ of the Southwest ¼, Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼ and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid.
- thence run North for 2,480.25 feet,
- thence run North for 2,405.55 feet to a ½ Inch Rebar representing a Point on the Proposed South Right of Way Line of Classic Drive, a public roadway, and the Point of Beginning, said Point having a Grid Value of N 674,436.68 feet and E 818,115.78 feet on said East Zone Grid,
- thence run Easterly along said Proposed South Right of Way Line and an Arc to the Left for 20.99 feet to a ½ Inch Rebar, said Arc having a Radius of 3,522.75 feet, a Chord Bearing of N81°45'37"E and a Chord Distance of 20.99 feet,
- thence run S89°27'37"W for 86.76 feet to a ½ Inch Rebar having a Grid Value of N 674,356.60 feet and E 818,118.39 feet on said East Zone Grid,
- thence run N80°30'38"W for 20.00 feet to a ½ Inch Rebar,
- thence run N09°27'22"E for 79.88 feet to the Point of Beginning,
- comprising 0.04 Acres (1,661 Square Feet), more or less

EASEMENT E9 - 20 Foot and varies Utility Easement on the South side of Classic Drive

A part of the Northwest ¼ of the Southwest ¼, Section 35, Township 5 North, Range 14 West and a part of the Northwest ¼ of the Southeast ¼, Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼, Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼ and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid,
- thence run East for 2,437.42 feet,
- thence run North for 2,403.27 feet to a ½ Inch Rebar representing a Point on the Proposed South Right of Way Line of Classic Drive, a public roadway, and the Point of Beginning, said Point having a Grid Value of N 674,430.36 feet and E 818,094.95 feet on said East Zone Grid,
- thence run Easterly along said Proposed South Right of Way Line and an Arc to the Left for 20.06 feet to a ½ Inch Rebar, said Arc having a Radius of 3,522.75 feet, a Chord Bearing N82°32'20"E and a Chord Distance of 20.06 feet,
- thence run S11°47'41"E for 680.07 feet to a ½ Inch Rebar,
- thence run N73°39'51"E for 2.25 feet to a ½ Inch Rebar,
- thence run S16°20'09"E for 7.85 feet to a ½ Inch Rebar,
- thence run N82°54'31"E for 386.04 feet to a ½ Inch Rebar,
- thence run N70°07'14"E for 410.67 feet to a ½ Inch Rebar,
- thence run N19°52'46"E for 20.00 feet to a ½ Inch Rebar,
- thence run S70°07'14"W for 409.41 feet to a ½ Inch Rebar,
- thence run S82°54'31"W for 388.57 feet to a ½ Inch Rebar,
- thence run S16°20'09"E for 1.79 feet to a ½ Inch Rebar having a Grid Value of N 673,729.31 feet and E 818,236.48 feet on said East Zone Grid,
- thence run S73°39'51"W for 75.00 feet to a ½ Inch Rebar,
- thence run N16°20'09"W for 4.26 feet to a ½ Inch Rebar,
- thence run S86°19'47"W for 268.46 feet to a ½ Inch Rebar,
- thence run N05°40'13"W for 20.00 feet to a ½ Inch Rebar,
- thence run N86°19'47"E for 266.79 feet to a ½ Inch Rebar,
- thence run N16°20'09"W for 5.39 feet to a ½ Inch Rebar,
- thence run N73°39'51"E for 2.49 feet to a ½ Inch Rebar,
- thence run N11°47'41"W for 683.17 feet to the Point of Beginning,
- comprising 0.83 Acres (36,481 Square Feet), more or less.

EASEMENT E10 - 20 Foot Utility Easement on the East Side of Shelby Thames Drive

A part of the West ½ of the Southwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼ of the Southwest ¼, Section 35.

- Commencing at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southwest ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid.
- thence run East for 1,052.26 feet,
- thence run North for 1,284.54 feet to a ½ Inch Rebar representing a Point on the Proposed Eastern Right of Way Line of Shelby Thames Drive, a public roadway, and the Point of Beginning, said Point having a Grid Value of N 673,351.63 feet and E 816,679.79 feet on said East Zone Grid,
- thence run N81°22'33"E for 202.45 feet to a ½ Inch Rebar,
- thence run S88°37'27"E for 70.00 feet to a ½ Inch Rebar having a Grid Value of N 673,322.22 feet and E 816,882.95 feet on said East Zone Grid,
- thence run S81°22'33"W for 200.44 feet to a ½ Inch Rebar representing a Point on said Proposed Eastern Right of Way Line,
- thence run Northwesterly along said Proposed Eastern Right of Way Line and an Arc to the Left for 20.10 feet to the Point of Beginning, said Arc having a Radius of 1,169.99 feet, a Chord Bearing N14°27'53"W and a Chord Distance of 20.10 feet,
- comprising 0.09 Acres (4,028 Square Feet), more or less

EASEMENT E21 - 20 Foot Utility Easement on the South Side of Proposed Southern Road

A part of the Southwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) 0°16'51.98" at the Southwest Corner of said Southwest ¼ of the Southeast ¼.

- Beginning at a Concrete Monument representing said Southwest Corner of the Southeast ¼ of the Southwest ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid,
- thence run N00°16'12"E along the West Line of said Southwest ¼ of the Southeast ¼ for 20.00 feet,
- thence run S89°05'03"E and parallel to the Proposed Southern Right of Way Line of a Proposed unnamed public roadway for 135.23 feet,
- thence run Northeasterly along an Arc to the Left and parallel to said Proposed Southern Right of Way Line for 379.59 feet to a Point on the Proposed Western Right of Way Line of an unnamed public roadway, said Arc having a Radius of 1,000.05 feet, a Chord Bearing of N80°32'15"E and a Chord Distance of 375.78 feet,
- thence run N00°16'12"E along said Proposed Western Right of Way Line for 20.00 feet to a Concrete Monument representing the Southwest Corner of said Proposed Western Right of Way Line and having a Grid Value of N 672,089.06 feet and E 816,340.31 feet on said East Zone Grid,
- thence run Southwesterly along an Arc to the Right and along said Proposed Southern Right of Way for 389.54 feet to a ½ Inch Rebar representing its intersection with the South Line of said Southwest ¼ of the Southeast ¼, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of S80°27'05"W and a Chord Distance of 383.76 feet,
- thence run N89°05'03"W along said Proposed Southern Right of Way Line and along said South Line of the Southwest ¼ of the Southeast ¼ for 134.56 feet to the Point of Beginning,
- comprising 0.24 Acres (10,337 Square Feet), more or less.

EASEMENT E22 - 20 Foot Utility Easement on the South Side of Proposed Golf Course Road and the East Side of Proposed Access Road

A part of the Northeast ¼ of the Southeast ¼ and the South ½ of the Northwest ¼ of Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997432 and a convergence angle of (minus) 0°16'19.80" at the Southeast Corner of said Northeast ¼ of the Southeast ¼.

- Commencing at a Concrete Monument representing said Southeast Corner of the Northeast ¼ of the Southeast ¼ and having a Grid Value of N 673,309.57 feet and E 820,949.86 feet on said East Zone Grid,
- thence run N00°16'14"E along the East Line of said Northeast ¼ of the Southeast ¼ for 123.75 feet to a ¾ Inch Rebar representing its intersection with the Existing and Proposed Northern Right of Way Line of Proposed Golf Course Road, an existing and proposed public roadway, and the Point of Beginning, said Intersection having a Grid Value of N 673,432.82 feet and E 820,950.42 feet on said East Zone Grid,
- thence run S00°16'14"W along said East Line for 20.42 feet,
- thence run S38°38'15"W and parallel to said Proposed Northern Right of Way Line for 265.50 feet,
- thence run Northwesterly along an Arc to the Right and parallel to said Proposed Northern Right of Way Line for 563.30 feet, said Arc having a Radius of 567.96 feet, a Chord Bearing of N27°25'37"W and a Chord Distance of 540.50 feet,
- thence run N84°31'47"W and parallel to said Proposed Northern Right of Way Line and its Northwesterly extension for 299.31 feet,
- thence run Northerly along an Arc to the Left and parallel to the Proposed Eastern Right of Way Line a Proposed unnamed roadway and its Southeasterly extension for 1,012.40 feet, said Arc having a Radius of 589.98 feet, a Chord Bearing of N01°08'43"W and a Chord Distance of 905.63 feet,
- thence run Northeasterly along an Arc to the Right and parallel to said Proposed Eastern Right of Way Line for 668.55 feet, said Arc having a Radius of 1,419.96 feet, a Chord Bearing of N45°06'23"W and a Chord Distance of 666.09 feet,
- thence run N34°53'34"W and parallel to said Proposed Eastern Right of Way Line for 104.03 feet to a Point on the Proposed Southern Right of Way Line of Classic Drive, a public roadway,
- thence run N57°00.49"E along said Proposed Southern Right of Way Line for 20.01 feet to a ½ Inch Rebar representing the Intersection of said Proposed Southern Right of Way Line and said Proposed Eastern Right of Way Line, said intersection having a Grid Value of N 674,995.05 feet and E 819,572.41 feet on said East Zone Grid,
- thence run S34°53'34"E along said Proposed Eastern Right of Way Line for 103.36 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc to the Left and along said Proposed Eastern Right of Way Line for 461.66 feet to a ½ Inch Rebar, said Arc having a Radius of 1,299.96 feet, a Chord Bearing of S45°08'24"E and a Chord Distance of 459.02 feet,
- thence run Southerly along an Arc to the Right and along said Proposed Eastern Right of Way Line for 1,047.56 feet to a ½ Inch Rebar representing its intersection with said Proposed Northern Right of Way Line of Golf Course Road, said Arc having a Radius of 609.98 feet, a Chord Bearing of S06°06'.37"E and a Chord Distance of 921.49 feet,
- thence run S64°31'47"E along said Proposed Northern Right of Way Line for 183.80 feet to a ¾ Inch Rebar,
- thence run Southeasterly along an Arc to the Left and along said Proposed Northern Right of Way Line for 543.47 feet to a ½ Inch Rebar, said Arc having a Radius of 567.96 feet, a Chord Bearing of S73°56'37"E and a Chord Distance of 521.40 feet,
- thence run N78°38'33"E along said Proposed Northern Right of Way Line for 269.62 feet to the Point of Beginning,
- comprising 1.21 Acres (52,582 Square Feet), more or less.

CERTIFICATION:

This is to certify that the attached Survey Boundary Descriptions shown hereon are based on the Parcels found on the attached Boundary Survey.

Richard E. Sullivan, PLS
Land Surveyor No. 3276

NO.	DATE	DESCRIPTION	BY

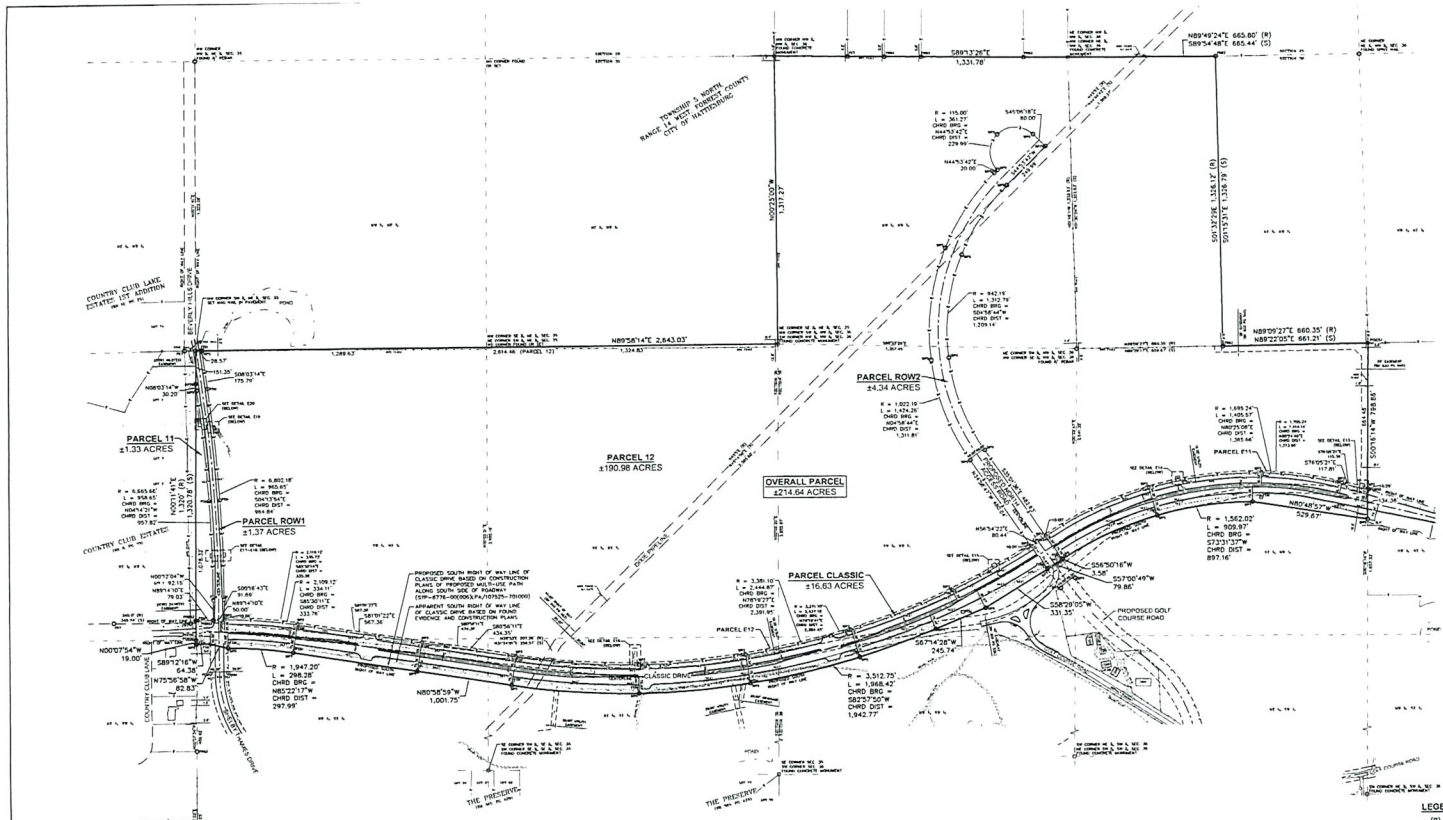
SURVEY BOUNDARY DESCRIPTIONS

SE 1/4 SEC 35, SW 1/4 36
TOWNSHIP 5 NORTH, RANGE 14 WEST
FORREST COUNTY, MISSISSIPPI

sdw Engineering Progress
309 Second Ave. | Hattiesburg, MS 39401 | (601) 261-7661 | 2021 sdw.com

Drawn by: RES	Checked by: RES
Date: 03-01-2021	Scale: NONE
Drawing No.: 16765	Sheet No.: 3 of 3

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PARCEL 11
±1.33 ACRES
PARCEL ROW1
±1.37 ACRES
PARCEL 12
±190.98 ACRES
PARCEL ROW2
±4.34 ACRES
OVERALL PARCEL
±214.64 ACRES
PARCEL CLASSIC
±16.63 ACRES
COUNTRY CLUB LAKE ESTATES, 1ST ADDITION
COUNTRY CLUB ESTATES
CLASSIC DRIVE
PROPOSED GOLF COURSE ROAD
THE PRESERVE
TOWNSHIP 5, NORTH
RANGE 14 WEST, FORREST COUNTY
CITY OF HATTIESBURG
N89°58'14"E 2,643.03'
S89°13'26"E
1,331.78'
N89°49'24"E 665.80' (R)
S89°54'48"E 665.44' (S)
N89°09'27"E 660.35' (R)
N89°22'05"E 661.21' (S)
N80°58'59"W
1,001.75'
S67°14'28"W
245.74'
S56°50'16"W
79.86'
S57°00'49"W
S58°28'05"W
331.35'
N80°48'52"W
529.67'
R = 1,947.20'
L = 298.28'
CHRD BRG = N85°22'17"W
CHRD DIST = 297.99'
R = 3,512.75'
L = 1,968.42'
CHRD BRG = S82°57'50"W
CHRD DIST = 1,942.77'
R = 1,562.02'
L = 909.97'
CHRD BRG = S73°31'37"W
CHRD DIST = 897.16'
R = 115.00'
L = 361.27'
CHRD BRG = N44°53'42"E
CHRD DIST = 229.99'
R = 342.19'
L = 321.76'
CHRD BRG = N04°54'44"E
CHRD DIST = 309.94'
R = 1,022.19'
L = 1,474.29'
CHRD BRG = N04°54'44"E
CHRD DIST = 1,351.81'
R = 1,695.24'
L = 1,405.57'
CHRD BRG = N80°25'08"E
CHRD DIST = 1,365.84'
R = 6,802.18'
L = 965.61'
CHRD BRG = S04°37'54"E
CHRD DIST = 964.84'
R = 6,665.66'
L = 958.65'
CHRD BRG = N04°47'21"W
CHRD DIST = 957.82'
R = 3,109.12'
L = 334.11'
CHRD BRG = S83°30'11"E
CHRD DIST = 333.96'
R = 3,381.10'
L = 644.87'
CHRD BRG = N78°19'27"E
CHRD DIST = 2,391.95'
R = 3,311.10'
L = 631.10'
CHRD BRG = N78°19'27"E
CHRD DIST = 1,280.62'
N00°13'07"W
1,320.78' (R)
N00°23'09"W
1,317.27'
S01°34'24"E 1,326.17' (S)
S01°33'31"E 1,326.78' (S)
S00°03'14"E
175.76'
N00°03'14"W
30.20'
S00°12'04"E
N89°14'10"E
79.93'
S00°04'43"E
51.88'
N89°14'10"E
50.00'
N00°00'54"W
19.00'
S89°12'16"W
64.36'
N75°56'58"W
82.83'
S01°34'24"E 788.85'
S04°15'05"E
117.81'
S01°34'24"E
1,326.78' (S)
N00°13'07"W
1,320.78' (R)
N00°12'04"W
±1 = 92.15'
N89°14'10"E
79.93'
S00°04'43"E
51.88'
N89°14'10"E
50.00'
S89°56'31"E
434.35'
S89°12'16"W
64.36'
N75°56'58"W
82.83'
S89°12'22"E
567.36

PARCEL SURVEY BOUNDARY DESCRIPTIONS:

State of Mississippi
County of Forrest
City of Hattiesburg

OVERALL PARCEL - North of the Proposed South Right of Way Line of Classic Drive

All of the South ½ of the Northeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and all of the Northeast ¼ of the Northwest ¼, all of the West ½ of the Northeast ¼ of the Northwest ¼, a part of the South ½ of the Northwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997161 and a convergence angle of (minus) 0°16'51.82" at the Southwest Corner of the Southeast ¼ of said Northeast ¼, Section 35.

- **Beginning** at a 2 inch Round Iron Pin representing said Southwest Corner of the Southeast ¼ of the Northeast ¼, and having a Grid Value of N **674,664.58 feet** and E **815,637.06 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southeast ¼ of the Northeast ¼ for 1,320.78 feet to a Mag Nail in Pavement representing the Northwest Corner of said Southeast ¼ of the Northeast ¼;
- thence run N89°58'51"E along the North Line of said Southeast ¼ of the Northeast ¼ for 2,643.03 feet to a Concrete Monument representing the Northeast Corner of the Southeast ¼ of the Northeast ¼, Section 35, and the Southwest Corner of said Northwest ¼ of the Northwest ¼, Section 36;
- thence run N00°25'00"W along the West Line of said Northwest ¼ of the Northwest ¼ for 1,317.27 feet to a Concrete Monument representing the Northwest Corner of said Northwest ¼ of the Northwest ¼;
- thence run S89°13'26"E along the North Line of said Northwest ¼ of the Northwest ¼ for 1,331.78 feet to a Concrete Monument representing the Northeast Corner of said Northwest ¼ of the Northwest ¼, and the Northwest Corner of said Northeast ¼ of the Northwest ¼;
- thence run S89°54'48"E along the North Line of said Northeast ¼ of the Northwest ¼ for 665.44 feet to a ½ inch Rebar representing the Northeast Corner of said Northeast ¼ of the Northwest ¼, and the Northwest Corner of said Northwest ¼ of the Northeast ¼;
- thence run N00°08'16"W along said Proposed Eastern Right of Way Line for 965.65 feet to a Concrete Monument, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of N04°13'54"W and a Chord Distance of 964.84 feet;
- thence run N04°13'54"W along said Proposed Eastern Right of Way Line for 175.79 feet to a ½ inch Rebar representing its intersection with the North Line of said Southeast ¼ of the Northeast ¼;
- thence run N89°58'14"E along the North Line of said Southeast ¼ of the Northeast ¼ for 2,614.46 feet to a Concrete Monument representing the Northeast Corner of said Southeast ¼ of the Northeast ¼, Section 35, and the Southwest Corner of said Northwest ¼ of the Northwest ¼, Section 36, thence run N00°25'00"W along the West Line of said Northwest ¼ of the Northwest ¼ for 1,317.27 feet to a Concrete Monument representing the Northwest Corner of said Northwest ¼ of the Northwest ¼;
- thence run S89°13'26"E along the North Line of said Northwest ¼ of the Northwest ¼ for 1,331.78 feet to a Concrete Monument representing the Northeast Corner of said Northwest ¼ of the Northwest ¼, and the Northwest Corner of said Northeast ¼ of the Northwest ¼;
- thence run S89°54'48"E along the North Line of said Northeast ¼ of the Northwest ¼ for 665.44 feet to a ½ inch Rebar representing the Northeast Corner of said Northeast ¼ of the Northwest ¼, and the Northwest Corner of said Northwest ¼ of the Northeast ¼;
- thence run S89°58'14"E along the North Line of said Northwest ¼ of the Northeast ¼ for 1,326.79 feet to a ½ inch Rebar representing the Southeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼, and a Point on the North Line of the Southeast ¼ of said Northeast ¼, thence run S00°16'14"W along the East Line of said Southeast ¼ of the Northeast ¼ for 658.86 feet to a ½ inch Rebar representing its intersection with the Proposed Southern Right of Way Line of Classic Drive, a public roadway,
- thence run Westerly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to a ½ inch Rebar representing a Point on the West Line of said Northeast ¼ of the Southeast ¼, Section 35;
  - thence run N89°48'57"W for 529.67 feet to a ½ inch Rebar;
  - thence run Southwesterly along an Arc to the Left for 505.97 feet to a ½ inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of S73°31'27"W and a Chord Distance of 897.16 feet;
  - thence run S56°52'41"W for 1,518 feet to a ½ inch Rebar;
  - thence run S57°00'49"W for 79.86 feet to a ½ inch Rebar;
  - thence run S58°29'05"W for 331.35 feet to a ½ inch Rebar;
  - thence run S67°14'29"W for 245.74 feet to a ½ inch Rebar;
  - thence run Westerly along an Arc to the Right for 1,968.42 feet to a ½ inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S82°57'50"W and a Chord Distance of 1,942.77 feet;
  - thence run N83°58'59"W for 1,001.75 feet to a ½ inch Rebar;
  - thence run Northwesterly along an Arc to the Left for 298.28 feet to a ½ inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of N88°22'17"W and a Chord Distance of 297.99 feet;
  - thence run S89°12'16"W for 64.38 feet to a ½ inch Rebar representing a Point on the West Line of said Northwest ¼ of the Southeast ¼, Section 35;
- thence run N00°07'54"W along said West Line of the Northwest ¼ of the Southeast ¼ for 19.00 feet to the **Point of Beginning**,
- comprising **214.64 Acres**, more or less

PARCEL CLASSIC - Proposed Right of Way of Classic Drive

A part of the Southwest ¼ of the Northwest ¼, and a part of the North ½ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, and a part of the South ½ of the Northwest ¼, and a part of the North ½ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northwest ¼, Section 35

- **Beginning** at a 2 inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northwest ¼, and having a Grid Value of N **674,664.58 feet** and E **815,637.06 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northwest ¼ for 91.11 feet to a ½ inch Rebar,
- thence run N89°14'10"E for 79.03 feet to a ½ inch Rebar,
- continue N89°14'10"E along said Proposed North Right of Way Line for 50.00 feet to a Concrete Monument bearing a Grid Value of N 674,757.41 feet and E **815,766.37 feet** on said East Zone Grid,
- thence run Southeasterly along an Arc to the Right for 334.1; feet to a Concrete Monument, said Arc having a Radius of 2,109.17 feet, a Chord Bearing of S85°38'11"E, and a Chord Distance of 333.76 feet,
- thence run S81°03'27" for 567.26 feet to a Concrete Monument,
- thence run S80°56'11"E for 434.35 feet to a Concrete Monument,
- thence run Northeasterly along an Arc to the Left for 2,344.87 feet to a Concrete Monument, said Arc having a Radius of 1,381.10 feet, a Chord Bearing of N78°19'27"E and a Chord Distance of 2,393.95 feet,
- thence run N56°54'27"E for 60.44 feet to a Concrete Monument,
- thence run Northeasterly along an Arc to the Right for 1,405.57 feet to a Concrete Monument, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of N80°25'08"E, and a Chord Distance of 1,365.66 feet,
- thence run S79°06'21"E for 117.81 feet to a ¾ inch Rebar representing a Point on the East Line of the Southeast ¼ of said Northwest ¼, Section 36 and having a Grid Value of N **675,301.25 feet** and E **820,959.25 feet** on said East Zone Grid,
- thence run S00°16'14"W along said East Line of the Southeast ¼ of the Northwest ¼ for 134.38 feet,
- thence run N80°48'57"W for 529.67 feet to a ½ inch Rebar,
- thence run Southwesterly along an Arc to the Left for 909.97 feet to a ½ inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of S73°31'27"W and a Chord Distance of 897.16 feet,
- thence run S56°52'41"W for 1.58 feet to a ½ inch Rebar,
- thence run S57°00'49"W for 79.86 feet to a ½ inch Rebar,
- thence run S58°29'05"W for 331.35 feet to a ½ inch Rebar,
- thence run S67°14'29"W for 245.74 feet to a ½ inch Rebar,
- thence run Westerly along an Arc to the Right for 1,968.42 feet to a ½ inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S82°57'50"W and a Chord Distance of 1,942.77 feet,
- thence run N83°58'59"W for 1,001.75 feet to a ½ inch Rebar,
- thence run Northwesterly along an Arc to the Left for 298.28 feet to a ½ inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of N88°22'17"W and a Chord Distance of 297.99 feet,
- thence run N75°56'54"W for 82.83 feet to a Concrete Monument,
- thence run S89°12'16"W for 64.38 feet to a ½ inch Rebar representing a Point on the West Line of said Northwest ¼ of the Southwest ¼, Section 35,
- thence run N00°07'54"W along said West Line of the Northwest ¼ of the Southwest ¼ for 19.00 feet to the **Point of Beginning**,
- comprising **16.63 Acres**, more or less

PARCEL ROW1 - Proposed Right of Way of Beverly Hills Drive

A part of the Southwest ¼ of the Northwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northwest ¼, Section 35:

- Commencing at a 2 inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northwest ¼, and having a Grid Value of N **674,664.58 feet** and E **815,637.06 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northwest ¼ for 91.11 feet to a ¾ inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway,
- thence run N89°14'10"E along said Proposed North Right of Way Line for 79.03 feet to a ¾ inch Rebar representing the **Point of Beginning** and having a Grid Value of N **674,756.74 feet** and E **815,716.38 feet** on said East Zone Grid,
- thence run N00°13'04"W for 92.15 feet to a Concrete Monument,
- thence run Northerly along an Arc to the Left for 958.65 feet to a ¾ inch Rebar, said Arc having a Radius of 6,665.66 feet, a Chord Bearing of N06°14'21"W and a Chord Distance of 957.87 feet,
- thence run N00°03'14"W for 30.20 feet to a ¾ inch Rebar representing a Point on said West Line and having a Grid Value of N **675,834.00 feet** and E **815,641.80 feet** on said East Zone Grid,
- thence run N00°11'41"E along said West Line for 151.15 feet to a Mag Nail in Pavement representing the Northwest Corner of said Southwest ¼ of the Northwest ¼,
- thence run N89°58'14"E along the North Line of said Southwest ¼ of the Northwest ¼ for 28.57 feet to a ½ inch Rebar,
- thence run S08°03'14"E for 175.79 feet to a Concrete Monument,
- thence run Southerly along an Arc to the Right for 965.65 feet to a Concrete Monument, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of S04°13'54"E and a Chord Distance of 964.86 feet,
- thence run S00°16'41"E for 91.05 feet to a Concrete Monument representing a Point on said Proposed North Right of Way Line,
- thence run S89°14'10"W along said Proposed North Right of Way Line for 50.00 feet to the **Point of Beginning**,
- comprising **1.37 Acres**, more or less

PARCEL ROW2 - Proposed Right of Way of Proposed North Access Road

A part of the West ½ of the Northeast ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997486 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of the Southeast ¼ of said Northeast ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northeast ¼, and having a Grid Value of N **675,965.72 feet** and E **820,962.39 feet** on said East Zone Grid;
- thence run West 1,464.09 feet,
- thence run South 863.45 feet to a Concrete Monument representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of N **675,102.27 feet** and E **819,498.28 feet** on said East Zone Grid,
- thence run S56°54'22"W along said Proposed Northern Right of Way Line for 80.44 feet to a Concrete Monument,
- thence run N38°58'37"W for 880.04 feet to a ½ inch Rebar,
- thence run Northerly along an Arc to the Right for 1,474.26 feet to a ½ inch Rebar, said Arc having a Radius of 1,027.19 feet, a Chord Bearing of N04°58'46"E, and a Chord Distance of 1,331.81 feet,
- thence run N48°53'42"E for 70.00 feet to a ½ inch Rebar,
- thence run Northwesterly along an Arc to the Right for 361.27 feet to a ½ inch Rebar, said Arc having a Radius of 115.00 feet, a Chord Bearing of N44°53'47" and a Chord Distance of 229.99 feet,
- thence run S41°06'18"E for 80.00 feet to a ½ inch Rebar representing a Point on the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway, and having a Grid Value of N **676,879.17 feet** and E **819,502.66 feet** on said East Zone Grid,
- thence run S48°53'42"W for 249.99 feet to a ½ inch Rebar,
- thence run Southerly along an Arc to the Left for 1,317.79 feet to a ½ inch Rebar, said Arc having a Radius of 942.19 feet, a Chord Bearing of S04°58'46"W and a Chord Distance of 1,209.14 feet,
- thence run S39°01'36"E for 482.63 feet to the **Point of Beginning**,
- comprising **4.34 Acres**, more or less

PARCEL 11 - West of Beverly Hills Drive

A part of the Southwest ¼ of the Northeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- Commencing at a 2 inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of N **674,664.58 feet** and E **815,637.06 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a ¾ inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of N 674,755.69 feet and E **815,637.36 feet** on said East Zone Grid,
- thence continue N00°11'41"E along said West Line of the Southwest ¼ of the Northeast ¼ for 1,078.32 feet to a ¾ inch Rebar representing a Point on the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway, and having a Grid Value of N **676,834.00 feet** and E **815,641.02 feet** on said East Zone Grid,
- thence run S08°03'14"E along said Proposed Western Right of Way Line for 30.20 feet to a ¾ inch Rebar,
- thence run Southerly along an Arc to the Right and said Proposed Western Right of Way Line for 958.65 feet to a Concrete Monument, said Arc having a Radius of 6,665.66 feet, a Chord Bearing of S06°14'21"E and a Chord Distance of 957.87 feet,
- thence run S00°13'04"E along said Proposed Western Right of Way Line for 92.15 feet to a ¾ inch Rebar representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive,
- thence run S89°14'10"W along said Proposed Northern Right of Way Line for 79.03 feet to the **Point of Beginning**,
- comprising **1.33 Acres**, more or less

PARCEL 12 - North of the Proposed South Right of Way Line of Classic Drive and East of the Proposed Eastern Right of Way Line of Beverly Hills Drive

A part of the South ½ of the Northeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and a part of the Northwest ¼ of the Northwest ¼, all of the West ½ of the Northeast ¼ of the Northwest ¼, a part of the South ½ of the Northwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of the Southeast ¼ of said Northeast ¼, Section 35.

- **Commencing** at a 2 inch Round Iron Pin representing said Southwest Corner of the Southeast ¼ of the Northeast ¼, and having a Grid Value of N **674,664.58 feet** and E **815,637.06 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southeast ¼ of the Northeast ¼ for 91.11 feet to a ¾ inch Rebar representing its Intersection with the Proposed North Right of Way Line of Classic Drive, a public roadway,
- thence run N89°14'10"E along said Proposed North Right of Way Line for 79.03 feet to a ¾ inch Rebar representing its intersection with the Proposed Eastern Right of Way Line of Beverly Hills Drive, a public roadway,
- thence continue N89°14'10"E along said Proposed North Right of Way Line for 50.00 feet to a Concrete Monument representing its intersection with the Proposed Eastern Right of Way Line of said Beverly Hills Drive and the **Point of Beginning**, said Intersection having a Grid Value of N **674,757.41 feet** and E **815,766.37 feet** on said East Zone Grid,
- thence run N00°16'47"W along said Proposed Eastern Right of Way Line for 91.05 feet to a Concrete Monument,
- thence run Northerly along an Arc to the Left and said Proposed Eastern Right of Way Line for 965.65 feet to a Concrete Monument, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of N04°13'54"W and a Chord Distance of 964.84 feet,
- thence run N08°03'14"W along said Proposed Eastern Right of Way Line for 175.79 feet to a ¾ inch Rebar representing its intersection with the North Line of said Southeast ¼ of the Northeast ¼,
- thence run N89°58'14"E along the North Line of said Southeast ¼ of the Northeast ¼ for 2,614.46 feet to a Concrete Monument representing the Northeast Corner of said Southeast ¼ of the Northeast ¼, Section 35, and the Southwest Corner of said Northwest ¼ of the Northwest ¼, Section 36, thence run N00°25'00"W along the West Line of said Northwest ¼ of the Northwest ¼ for 1,317.27 feet to a Concrete Monument representing the Northwest Corner of said Northwest ¼ of the Northwest ¼,
- thence run S89°13'26"E along the North Line of said Northwest ¼ of the Northwest ¼ for 1,331.78 feet to a Concrete Monument representing the Northeast Corner of said Northwest ¼ of the Northwest ¼, and the Northwest Corner of said Northeast ¼ of the Northwest ¼,
- thence run S89°54'48"E along the North Line of said Northeast ¼ of the Northwest ¼ for 665.44 feet to a ½ inch Rebar representing the Northeast Corner of said Northeast ¼ of the Northwest ¼, and the Northwest Corner of said Northwest ¼ of the Northeast ¼,
- thence run S89°58'14"E along the North Line of said Northwest ¼ of the Northeast ¼ for 1,326.79 feet to a ½ inch Rebar representing the Southeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼, and a Point on the North Line of the Southeast ¼ of said Northeast ¼, thence run S00°16'14"W along the East Line of said Southeast ¼ of the Northeast ¼ for 658.86 feet to a ½ inch Rebar representing its Intersection with said Proposed Southern Right of Way Line of Classic Drive,
- thence run Westerly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to a ½ inch Rebar representing a Point on the West Line of said Northeast ¼ of the Southeast ¼, Section 35;
  - thence run N89°48'57"W for 529.67 feet to a ½ inch Rebar;
  - thence run Southwesterly along an Arc to the Left for 505.97 feet to a ½ inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of S73°31'27"W and a Chord Distance of 897.16 feet;
  - thence run S56°52'41"W for 1,518 feet to a ½ inch Rebar;
  - thence run S57°00'49"W for 79.86 feet to a ½ inch Rebar;
  - thence run S58°29'05"W for 331.35 feet to a ½ inch Rebar;
  - thence run S67°14'29"W for 245.74 feet to a ½ inch Rebar;
  - thence run Westerly along an Arc to the Right for 1,968.42 feet to a ½ inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S82°57'50"W and a Chord Distance of 1,942.77 feet,
  - thence run N83°58'59"W for 1,001.75 feet to a ½ inch Rebar;
  - thence run Northwesterly along an Arc to the Left for 298.28 feet to a ½ inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of N88°22'17"W and a Chord Distance of 297.99 feet,
  - thence run N75°56'54"W for 82.83 feet to a Concrete Monument,
  - thence run S89°12'16"W for 64.38 feet to a ½ inch Rebar representing a Point on the West Line of said Northwest ¼ of the Southwest ¼, Section 35,
- thence run N00°07'54"W along said West Line of the Northwest ¼ of the Southwest ¼ for 19.00 feet to the **Point of Beginning**,
- comprising **16.63 Acres**, more or less

PARCEL ROW1 - Proposed Right of Way of Beverly Hills Drive

A part of the Southwest ¼ of the Northwest ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northwest ¼, Section 35:

- Commencing at a 2 inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northwest ¼, and having a Grid Value of N **674,664.58 feet** and E **815,637.06 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northwest ¼ for 91.11 feet to a ¾ inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning** and having a Grid Value of N **674,756.74 feet** and E **815,716.38 feet** on said East Zone Grid,
- thence run N00°13'04"W for 92.15 feet to a Concrete Monument,
- thence run Northerly along an Arc to the Left for 958.65 feet to a ¾ inch Rebar, said Arc having a Radius of 6,665.66 feet, a Chord Bearing of N06°14'21"W and a Chord Distance of 957.87 feet,
- thence run N00°03'14"W for 30.20 feet to a ¾ inch Rebar representing a Point on said West Line and having a Grid Value of N **675,834.00 feet** and E **815,641.80 feet** on said East Zone Grid,
- thence run N00°11'41"E along said West Line for 151.15 feet to a Mag Nail in Pavement representing the Northwest Corner of said Southwest ¼ of the Northwest ¼,
- thence run N89°58'14"E along the North Line of said Southwest ¼ of the Northwest ¼ for 28.57 feet to a ½ inch Rebar,
- thence run S08°03'14"E for 175.79 feet to a Concrete Monument,
- thence run Southerly along an Arc to the Right for 965.65 feet to a Concrete Monument, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of S04°13'54"E and a Chord Distance of 964.86 feet,
- thence run S00°16'41"E for 91.05 feet to a Concrete Monument representing a Point on said Proposed North Right of Way Line,
- thence run S89°14'10"W along said Proposed North Right of Way Line for 50.00 feet to the **Point of Beginning**,
- comprising **1.37 Acres**, more or less

PARCEL ROW2 - Proposed Right of Way of Proposed North Access Road

A part of the West ½ of the Northeast ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997486 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of the Southeast ¼ of said Northeast ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northeast ¼, and having a Grid Value of N **675,965.72 feet** and E **820,962.39 feet** on said East Zone Grid;
- thence run West for 1,464.09 feet,
- thence run South for 863.45 feet to a Concrete Monument representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of N **675,102.27 feet** and E **819,498.28 feet** on said East Zone Grid,
- thence run S56°54'22"W along said Proposed Northern Right of Way Line for 80.44 feet to a Concrete Monument,
- thence run N38°58'37"W for 880.04 feet to a ½ inch Rebar,
- thence run Northerly along an Arc to the Right for 1,474.26 feet to a ½ inch Rebar, said Arc having a Radius of 1,027.19 feet, a Chord Bearing of N04°58'46"E and a Chord Distance of 1,331.81 feet,
- thence run N48°53'42"E for 70.00 feet to a ½ inch Rebar,
- thence run Northwesterly along an Arc to the Right for 361.27 feet to a ½ inch Rebar, said Arc having a Radius of 115.00 feet, a Chord Bearing of N44°53'47" and a Chord Distance of 229.99 feet,
- thence run S41°06'18"E for 80.00 feet to a ½ inch Rebar representing a Point on the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway, and having a Grid Value of N **676,879.17 feet** and E **819,502.66 feet** on said East Zone Grid,
- thence run S48°53'42"W for 249.99 feet to a ½ inch Rebar,
- thence run Southerly along an Arc to the Left for 1,317.79 feet to a ½ inch Rebar, said Arc having a Radius of 942.19 feet, a Chord Bearing of S04°58'46"W and a Chord Distance of 1,209.14 feet,
- thence run S39°01'36"E for 482.63 feet to the **Point of Beginning**,
- comprising **4.34 Acres**, more or less

EASEMENT E11 - 10 Foot Wide Utility Easement along the North Side of Classic Drive, East of the Proposed North Access Road

A part of the South ½ of the Northeast ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997486 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of the Southeast ¼ of said Northeast ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northeast ¼, and having a Grid Value of N **675,965.72 feet** and E **820,962.39 feet** on said East Zone Grid;
- thence run S00°16'14"W along said Proposed Eastern Right of Way Line for 864.48 feet to a ¾ inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of N **675,965.72 feet** and E **820,962.39 feet** on said East Zone Grid,
- thence run S79°06'21"E for 117.81 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Left and said Proposed Northern Right of Way Line for 1,405.57 feet to a Concrete Monument representing its intersection with the Proposed Eastern Right of Way Line of the Proposed North Access Road, an undeveloped public roadway, and having a Grid Value of N **675,102.27 feet** and E **819,498.28 feet** on said East Zone Grid, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of S80°25'08"E and a Chord Distance of 1,365.66 feet,
- thence run N39°01'36"W along said Proposed Eastern Right of Way Line for 10.00 feet to a ¾ inch Rebar,
- thence run Northeasterly along an Arc to the Right and parallel to said Proposed Northern Right of Way Line for 1,414.14 feet to a ¾ inch Rebar, said Arc having a Radius of 1,705.24 feet, a Chord Bearing of N80°27'44"E and a Chord Distance of 1,373.96 feet,
- thence run S76°00'21"E and parallel to said Proposed Northern Right of Way Line for 115.36 feet to a ¾ inch Rebar representing a Point on said East Line of the Southeast ¼ of the Northwest ¼,
- thence run S00°16'14"W along said East Line for 10.79 feet to the **Point of Beginning**,
- comprising **0.35 Acres (15,264 Square Feet)**, more or less

EASEMENT E12 - 10 Foot Wide Utility Easement along the North Side of Classic Drive, between Beverly Hills Drive and the Proposed North Access Road

A part of the North ½ of the Southeast ¼ and a part of the Southwest ¼ of the Northeast ¼, all in Section 35, and a part of the Southwest ¼ of the Northwest ¼ and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, all in Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- **Commencing** at a 2 inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of N **674,664.58 feet** and E **815,637.06 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southeast ¼ of the Northeast ¼ for 91.11 feet to a ¾ inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway,
- thence run N89°14'10"E along said Proposed North Right of Way Line for 79.03 feet to a ¾ inch Rebar representing its intersection with the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway,
- thence continue N89°14'10"E along said Proposed North Right of Way Line for 50.00 feet to a Concrete Monument representing its intersection with the Proposed Eastern Right of Way Line of said Beverly Hills Drive and the **Point of Beginning**, said Intersection having a Grid Value of N **674,757.41 feet** and E **815,766.37 feet** on said East Zone Grid,
- thence run N00°16'47"W along said Proposed Eastern Right of Way Line for 10.00 feet to a ½ inch Rebar,
- thence run Southeasterly along an Arc to the Right and parallel to said Proposed North Right of Way Line for 335.73 feet to a ½ inch Rebar, said Arc having a Radius of 2,119.12 feet, a Chord Bearing of S85°30'14"E and a Chord Distance of 335.38 feet,
- thence run S81°03'27"E and parallel to said Proposed North Right of Way Line for 567.26 feet to a ½ inch Rebar,
- thence run S80°56'11"E and parallel to said Proposed North Right of Way Line for 434.36 feet to a ½ inch Rebar,
- thence run Northeasterly along an Arc to the Left and parallel to said Proposed North Right of Way Line for 2,437.18 feet to a ½ inch Rebar representing a Point on the Proposed Western Right of Way Line of the Proposed North Access Road, an undeveloped public roadway, said Arc having a Radius of 1,371.10 feet, a Chord Bearing of N78°19'27"E and a Chord Distance of 2,384.45 feet,
- thence run S39°58'47"E along said Proposed Eastern Right of Way Line for 10.01 feet to a Concrete Monument representing its Intersection with said Proposed North Right of Way Line and having a Grid Value of N **675,058.35 feet** and E **819,430.90 feet** on said East Zone Grid,
- thence run Southwesterly along an Arc to the Right and said Proposed North Right of Way Line for 2,444.82 feet to a Concrete Monument, said Arc having a Radius of 1,381.10 feet, a Chord Bearing of S78°19'27"W and a Chord Distance of 2,391.95 feet,
- thence run N80°56'11"W along said Proposed North Right of Way Line for 434.35 feet to a Concrete Monument,
- thence run N81°03'27"W along said Proposed North Right of Way Line for 567.36 feet to a Concrete Monument,
- thence run Northwesterly along an Arc to the Left and said Proposed North Right of Way Line for 334.11 feet to the **Point of Beginning**, said Arc having a Radius of 2,109.12 feet, a Chord Bearing of N85°30'11"W and a Chord Distance of 333.76 feet,
- comprising **0.87 Acres (37,752 Square Feet)**, more or less

EASEMENT E13 - 20 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, East of the Proposed North Access Road

A part of the Southeast ¼ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997486 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of said Southeast ¼ of the Northwest ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of N **675,965.72 feet** and E **820,962.39 feet** on said East Zone Grid,
- thence run West for 20.39 feet,
- thence run South for 860.20 feet to a ¾ inch Rebar representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of N **675,305.53 feet** and E **820,941.99 feet** on said East Zone Grid,
- thence run N76°05'21"W along said Proposed Northern Right of Way Line for 20.00 feet to a ¾ inch Rebar,
- thence run N13°54'39"E for 20.00 feet to a ¾ inch Rebar having a Grid Value of N **675,329.75 feet** and E **820,977.39 feet** on said East Zone Grid,
- thence run S76°05'21"E and parallel to said Proposed Northern Right of Way Line for 20.00 feet to a ¾ inch Rebar,
- thence run S13°54'39"W for 20.00 feet to the **Point of Beginning**,
- comprising **0.01 Acres (400 Square Feet)**, more or less

EASEMENT E14 - 20 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, East of the Proposed North Access Road

A part of the Southeast ¼ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997486 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of said Southeast ¼ of the Northwest ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of N **675,965.72 feet** and E **820,962.39 feet** on said East Zone Grid;
- thence run West for 854.72 feet,
- thence run South for 1,345 feet to a ¾ inch Rebar representing a Point on the Proposed Western Right of Way Line of Classic Drive, a public roadway, and the Point of Beginning, said Point having a Grid Value of N **675,350.27 feet** and E **820,107.67 feet** on said East Zone Grid,
- thence run Southwesterly along an Arc to the Left and said Proposed Northern Right of Way Line for 20.00 feet to a ¾ inch Rebar, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of S78°47'27"W and a Chord Distance of 20.00 feet,
- thence run N11°13'33"W for 20.00 feet to a ¾ inch Rebar having a Grid Value of N **675,369.97 feet** and E **820,084.14 feet** on said East Zone Grid,
- thence run N78°47'27"E for 20.00 feet to a ¾ inch Rebar,
- thence run S11°13'33"E for 20.00 feet to the **Point of Beginning**,
- comprising **0.01 Acres (400 Square Feet)**, more or less

EASEMENT E15 - 20 Foot x 20 Foot Drainage Eas

RICHARD [illegible], PHD.
132 [illegible]
Hattiesburg, [illegible]

STATE OF MISSISSIPPI)
COUNTY OF FORREST)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **DAVID M. OTT** does hereby grant, bargain, sell, convey and warrant unto **THE BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING OF THE STATE OF MISSISSIPPI, AND THEIR SUCCESSORS IN OFFICE, ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF SOUTHERN MISSISSIPPI** the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Commence at a 4" x 4" concrete monument at the Southeast corner of the NE 1/4 of the NW 1/4 of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, and run South 89 degrees 09 minutes 27 seconds West for 660.35 feet to a ½ inch rebar and the Point of Beginning; from the Point of Beginning continue South 89 degrees 09 minutes 27 seconds West for 660.35 feet to a 1/4 inch iron pipe; thence run North 01 degrees 46 minutes 11 seconds West for 1333.93 feet to a 4 inch x 4 inch concrete monument; thence run North 89 degrees 49 minutes 24 seconds East for 665.80 feet to a ½ inch rebar; thence run South 01 degrees 32 minutes 29 seconds East for 1326.12 feet back to the Point of Beginning; said parcel of land is a part of the NE 1/4 of the NW 1/4 of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, and contains 20.24 acres, more or less; **AND ALSO** an easement more particularly described as commence at a 4 inch x 4 inch concrete monument at the NE corner of the SE 1/4 of the NW 1/4 of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi for the Point of Beginning; from the Point of Beginning run South 00 degrees 04 minutes 17 seconds West for 699.86 feet to a 3/4 inch iron pipe and the North margin line of the Country Club Paved Public Road; thence run North 78 degrees 01 minutes 33 seconds West on and along said margin line for 40.00 feet to a ½ inch rebar; thence run North 04 degrees 33 minutes 53 seconds East for 142.19 feet to a ½ inch rebar; thence run North 00 degrees 04 minutes 17 seconds West for 489.86 feet to a ½ inch rebar; thence run North 45 degrees 23 minutes 08 seconds West for 44.26 feet to a ½ inch rebar; thence run South 89 degrees 09 minutes 27 seconds West for 640.35 feet to a ½ inch rebar; thence run North 00 degrees 50 minutes 33 seconds West for 28.00 feet to a ½ inch rebar; thence run North 89 degrees 09 minutes 27 seconds East for 700.35 feet back to the Point of Beginning; said parcel of land is a part of the SE 1/4 of the NW 1/4 of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, and contains 0.91 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging.

GI mm R
B&P SI

47394
[illegible] JAN 18 A 10 47
[illegible] CLERK

549
BOOK 0833 PAGE 547

This conveyance is subject to prior reservation and conveyances of oil, gas and other minerals lying on or under said property.

This conveyance is subject to that street drainage utility easement to City of Hattiesburg dated November 17, 1998, recorded in Land Deed Book 806 at Page 526.

This conveyance is subject to that easement and right of way to Dixie Pipeline Company dated August 31, 1961, recorded in Land Deed Book 238 at Page 623.

The above described property is not a part of the homestead of any of the Grantor herein.

Taxes for 2000 shall be pro-rated between Grantor and Grantee as of the date of this instrument.

WITNESS MY SIGNATURE on this, the 11th day of January, A. D., 2000.

DAVID M. OTT

STATE OF MISSISSIPPI)
COUNTY OF LAMAR)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of January, A.D., 2000, within my jurisdiction, the within named DAVID M. OTT, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
DECEMBER 14, 2002

549-A

BOOK 0833 PAGE 548

GRANTORS' ADDRESS:

David M. Ott
310 S. 22nd Ave / Hattiesburg 39401
Home Phone:
Bus. Phone: 261-4100
Soc. Sec. #

GRANTEES' ADDRESS:

DAVID L. RAMSEY
P.O. BOX 5055 HATTIESBURG, MS. 39406 5055
Home Phone:
Bus. Phone: 601 266 4420

THIS INSTRUMENT PREPARED BY:

Richland Title, Inc.
132 Westover Drive
Hattiesburg, MS 39402
(601) 264 2257

Indexing Instructions

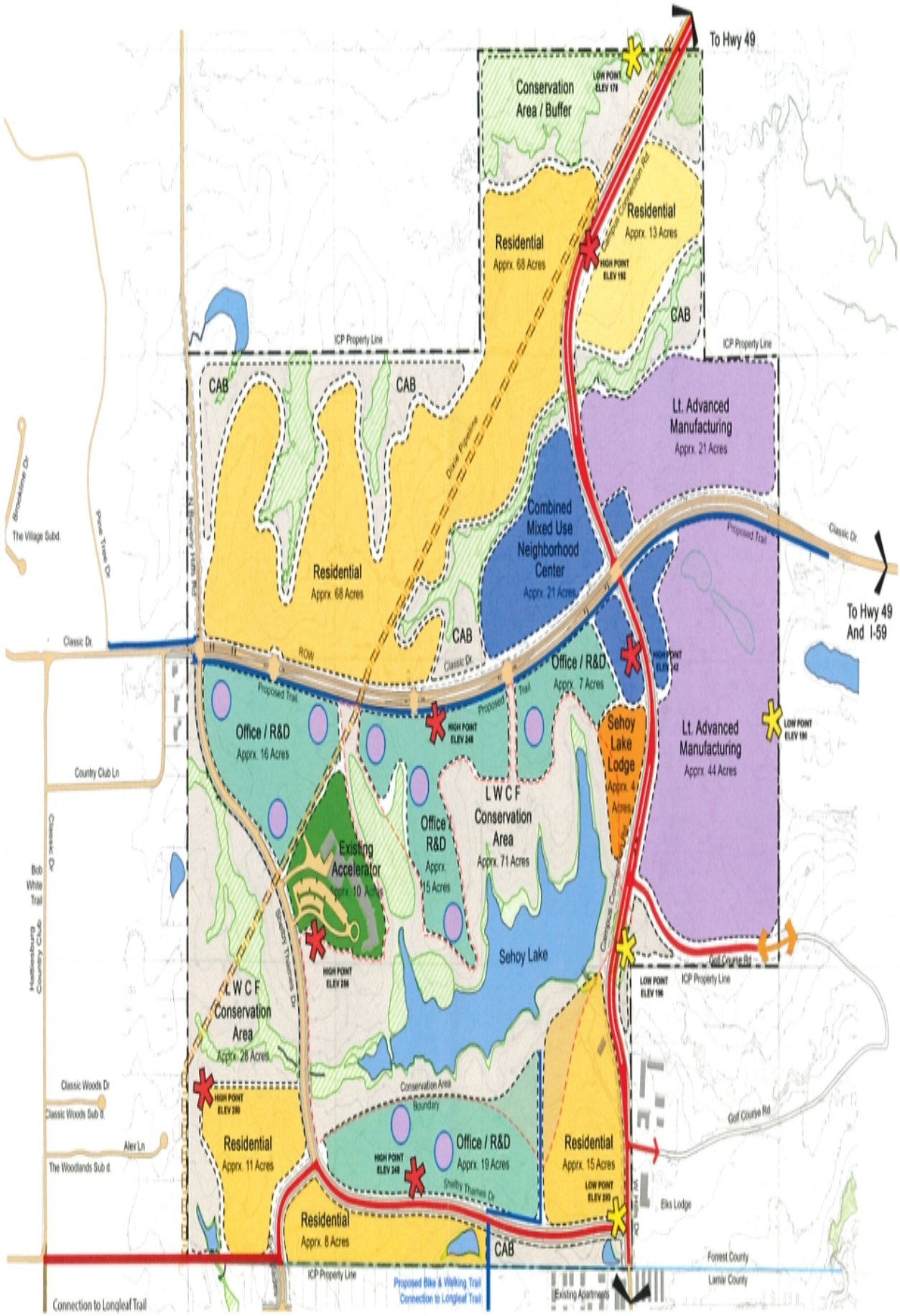
Pursuant to Section 89-5-33 of the Mississippi Code, the following indexing instructions apply:

TO THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI:

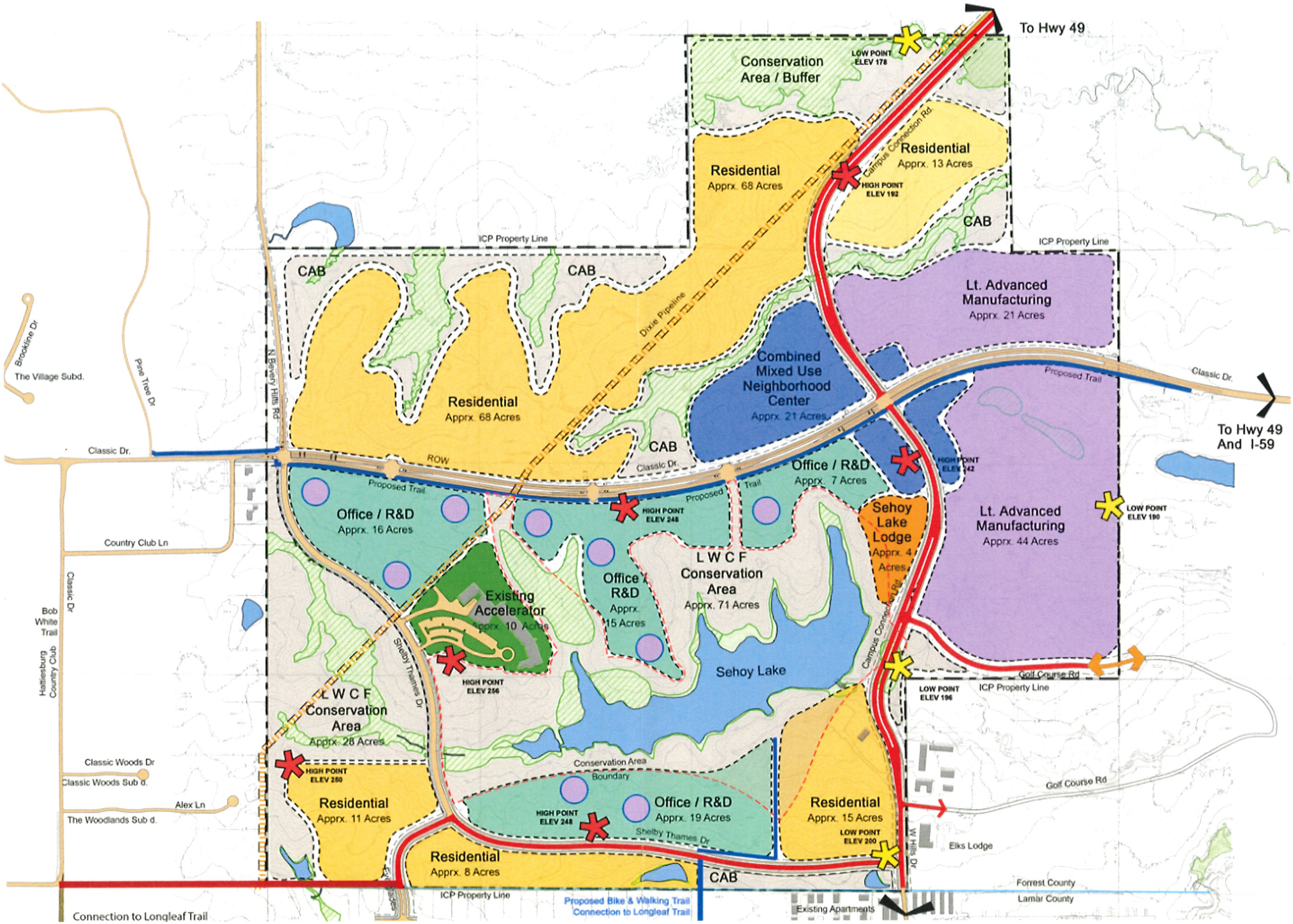
The property described in this instrument is situated in the W ½ of the NE 1/4 of NW 1/4, Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi. Please index accordingly in your sectional index.

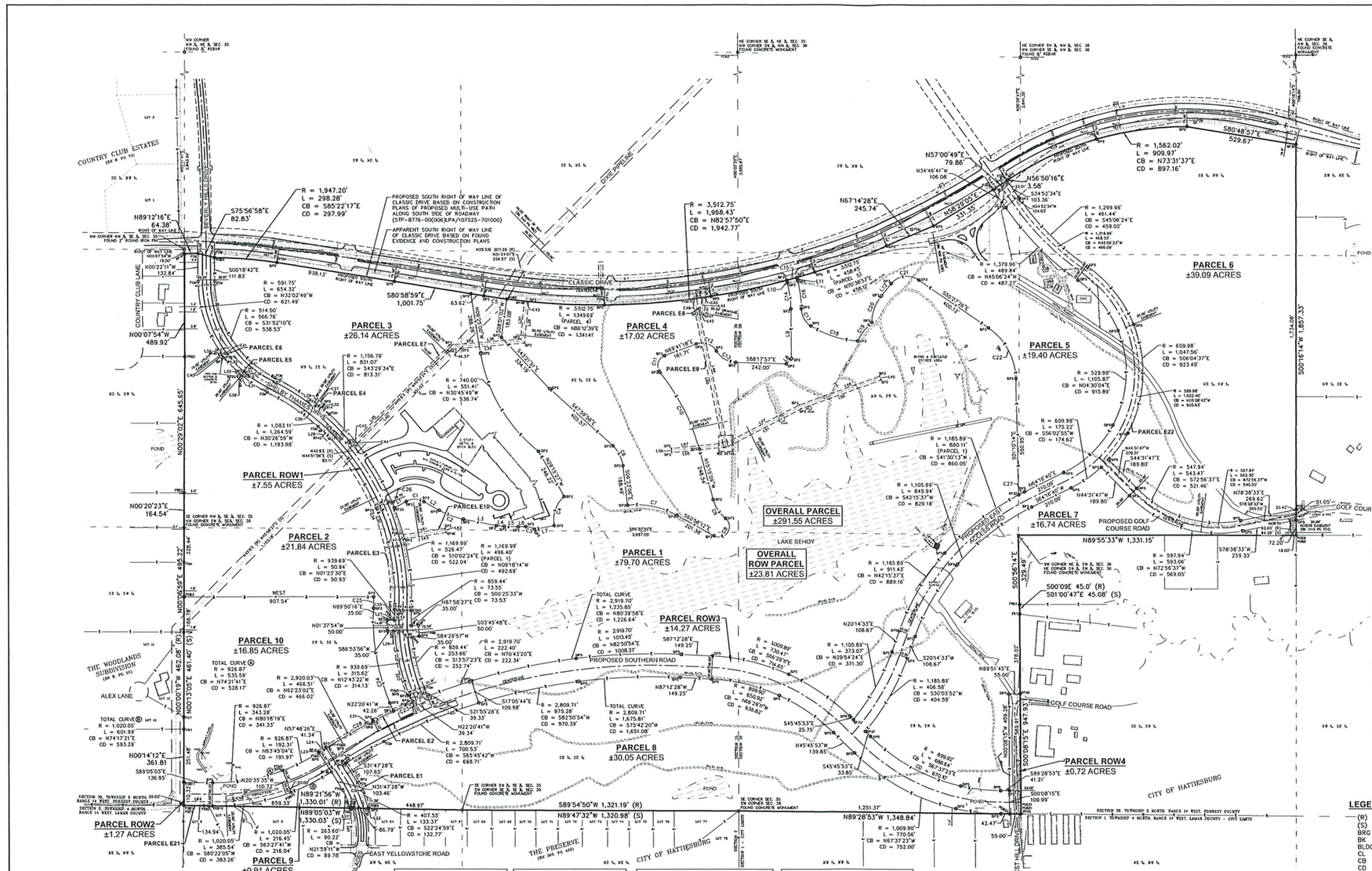
BOOK 0833 PAGE 549 - B

Strategic Plan: Recreational, Office R&D, Light Manufacturing, and Residential Zones have been identified and created to yield highest use



Strategic Plan: Recreational, Office R&D, Light Manufacturing, and Residential Zones have been identified and created to yield highest use




PARCEL 1
±79.70 ACRES
PARCEL 2
±21.84 ACRES
PARCEL 3
±26.14 ACRES
PARCEL 4
±17.02 ACRES
PARCEL 5
±19.40 ACRES
PARCEL 6
±39.09 ACRES
PARCEL 7
±16.74 ACRES
PARCEL 8
±30.05 ACRES
PARCEL 9
±0.91 ACRES
(±39,470 SF)
PARCEL 10
±16.85 ACRES
PARCEL ROW1
±7.55 ACRES
PARCEL ROW2
±1.27 ACRES
PARCEL ROW3
±14.27 ACRES
PARCEL ROW4
±0.72 ACRES
OVERALL PARCEL
±291.55 ACRES
OVERALL ROW PARCEL
±23.81 ACRES
CLASSIC DRIVE
COUNTRY CLUB ESTATES
COUNTRY CLUB LANE
SHELBY THOMAS DRIVE
WEST HILLS DRIVE
PROPOSED SOUTHERN ROAD
PROPOSED GOLF COURSE ROAD
GOLF COURSE ROAD
LAKE SEHOY
THE WOODLANDS SUBDIVISION
ALEX LANE
EVERGLADES - EAST YELLOWSTONE ROAD
THE PRESERVE
CITY OF HATTIESBURG
DIXIE PIPELINE
PROPOSED CENTERLINE CLASSIC DRIVE
PROPOSED EDGE ASPHALT CLASSIC DRIVE
PROPOSED EDGE ASPHALT SHELBY THOMAS DRIVE
PROPOSED EDGE ASPHALT WEST HILLS DRIVE
PROPOSED EDGE ASPHALT GOLF COURSE ROAD
PROPOSED EDGE ASPHALT SOUTHERN ROAD
PROPOSED RIGHT OF WAY LINE OF CLASSIC DRIVE BASED ON CONSTRUCTION PLANS OF PROPOSED MULTI-USE PATH ALONG SOUTH SIDE OF ROADWAY (STP-8776-00(008)PJA/107525-701000)
APPARENT SOUTH RIGHT OF WAY LINE OF CLASSIC DRIVE BASED ON FOUND EVIDENCE AND CONSTRUCTION PLANS
POINT OF BEGINNING
POINT OF COMMENCEMENT
N89°12'16"E 64.38'
S75°56'58"E 82.83'
S80°58'59"E 1,001.75'
S80°48'57"E 529.67'
N89°55'33"W 1,331.15'
S89°54'50"W 1,321.19' (R)
N89°47'32"W 1,320.98' (S)
N89°26'53"W 1,348.84'
N00°07'54"W 489.92'
N00°20'23"E 445.65'
N00°20'23"E 164.54'
N00°14'12"E 361.81
S00°16'14"W 1,857.33'
S00°09'E 45.0' (R)
S01°00'47"E 45.08' (S)
N89°05'03"W 1,330.03' (S)
N89°21'56"W 1,330.01' (R)
N00°07'37"W 460.08' (S)
N00°13'06"E 461.40' (S)
N00°06'45"E 459.29'
S00°26'15"E 447.53'
S00°08'15"E 447.53'
S00°26'15"E 395.48'
S00°26'15"E 379.02'
S00°08'15"E 109.99'
S89°28'53"E 41.31'
S89°55'45"E 55.00'
S89°51'45"E 55.00'
S89°05'03"E 136.95'
S89°28'53"E 109.99'
S78°38'33"E 269.62'
S78°38'33"E 269.62'
S78°39'33"W 259.33'
S78°39'33"W 259.33'
S72°25'27"E 72.25'
S72°25'27"E 72.25'
S72°25'27"E 72.25

PARCEL SURVEY BOUNDARY DESCRIPTIONS:

State of Mississippi
County of Forrest
City of Hattiesburg

OVERALL PARCEL - South of Proposed South Right of Way Line of Classic Drive

All of the South ½ of the Southeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and all of the Southwest ¼ of the Southwest ¼, all of the Northwest ¼ of the Southwest ¼, a part of the Northwest ¼ of the Southwest ¼ and a part of the South ½ of the Northwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Section 36, Section 35:

- **Beginning** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run N00°14'12"E along the West line of said Southwest ¼ of the Southeast ¼ for 361.81 feet to a ½ inch Round Iron Pin representing the Southeast Corner of The Woodlands, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said County;
- thence run N00°13'05"E along said West line for 461.40 feet to a Concrete Monument representing the Northeast Corner of said Woodlands subdivision;
- thence run N00°06'59"E along said West line for 495.22 feet to a Concrete Monument representing the Northwest Corner of said Southwest ¼ of the Southeast ¼ and the Southwest Corner of the Northwest ¼ of said Southeast ¼, Section 35;
- thence run N00°20'23"E along the West Line of said Northwest ¼ of the Southeast ¼ for 164.54 feet to a ½ inch Rebar;
- thence run N00°29'02"E along said West line for 645.65 feet to a ½ inch Rebar,
- thence run N00°07'54"W along said West line for 489.92 feet to a ½ inch Rebar representing its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway, said line having a Grid Value of N **674,645.59 feet** and E **815,637.09 feet** on said East Zone Grid, said Intersection also being 19.00 feet from a 2 inch Round Iron Pin representing the Northwest Corner of said Northwest ¼ of the Southeast ¼ as measured S00°07'54"E along said West line
- thence run Easterly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to its Intersection with the East line of said Southeast ¼ of the Northeast ¼, said Section 36:
  - ** thence run N89°12'16"E for 64.38 feet to a Concrete Monument,
  - ** thence run S75°56'58"E for 82.83 feet to a ½ inch Rebar having a Grid Value of N **674,626.37 feet** and E **815,781.82 feet** on said East Zone Grid,
  - ** thence run Southeasterly along an Arc to the Right for 298.28 feet to a ¾ inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of S85°22'17"E and a Chord Distance of 297.99 feet,
  - ** thence run S80°58'59"E for 1,000.75 feet to a ½ inch Rebar,
  - ** thence run Easterly along an Arc to the left for 1,968.43 feet to a ¾ inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of N80°25'58"E and a Chord Distance of 1,942.77 feet,
  - ** thence run N63°14'28"E for 245.74 feet to a ½ inch Rebar,
  - ** thence run N38°29'05"E for 331.35 feet to a ¾ inch Rebar having a Grid Value of N **674,951.57 feet** and E **819,505.42 feet** on said East Zone Grid,
  - ** thence run N57°00'49"E for 79.86 feet to a ½ inch Rebar,
  - ** thence run N56°50'16"E for 3.58 feet to a ½ inch Rebar,
  - ** thence run Northeasterly along an Arc to the Right for 909.97 feet to a ¾ inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of N73°31'37"E and a Chord Distance of 897.16 feet,
  - ** thence run S80°48'57"E for 529.67 feet to a ¾ inch Rebar representing said Intersection of said Proposed South Right of Way Line and said East line of the Northeast ¼ of the Northeast ¼, said Point having a Grid Value of N **675,166.87 feet** and E **820,958.61 feet** on said East Zone Grid,
- thence run S00°16'14"W along said East line of the Northeast ¼ of the Northeast ¼ and the East line of said Northeast ¼ of the Southeast ¼, Section 36 for 1,857.33 feet to a Concrete Monument representing the Southeast Corner of said Northeast ¼ of the Southeast ¼ and having a Grid Value of N **673,309.57 feet** and E **820,949.84 feet** on said East Zone Grid,
- thence run N89°55'33"W along the South Line of said Northeast ¼ of the Southeast ¼, 1,331.15 feet to a Concrete Monument representing the Southeast Corner of said Northeast ¼ of the Southeast ¼ and the Northeast Corner of said Southeast ¼ of the Southwest ¼, Section 36,
- thence run S00°56'14"E along the East Line of said Southwest ¼ of the Southwest ¼ for 329.49 feet to a ½ inch Rebar,
- thence run S01°00'47"E along said East line for 45.08 feet to a ½ inch Round Iron Pin,
- thence run S00°08'15"E along said East line for 943.99 feet to a ½ inch Round Iron Pin representing the Southeast Corner of said Southwest ¼ of the Southwest ¼ and having a Grid Value of N **671,988.84 feet** and E **819,627.16 feet** on said East Zone Grid,
- thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southwest ¼ for 1,348.84 feet to a Concrete Monument representing the Southwest Corner of said Section 36 and the Southeast Corner of said Section 35 and the Northeast Corner of The Preserve, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of Lamar County, Mississippi,
- thence run N89°47'32"W along the South Line of the Southeast ¼ of said Southeast ¼, Section 35 for 1,320.98 feet to a Concrete Monument representing the Southeast Corner of said Southeast ¼ of the Southeast ¼ and the Southeast Corner of said Southeast ¼ of the Southeast ¼, Section 35,
- thence run N89°05'03"W along the South Line of said Southeast ¼ of the Southeast ¼ for 1,330.03 feet to the Point of Beginning,

comprising **291.55 Acres**, more or less.

OVERALL RIGHT OF WAY (ROW) PARCEL

(Proposed Southern Road, Shelby Thames Drive, Proposed East Access Road, Proposed Golf Course Road & Everglades)

A part of the South ½ of the Southeast ¼, and a part of the Northeast ¼ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and a part of the Southwest ¼ of the Southwest ¼, a part of the North ½ of the Southwest ¼, and a part of the South ½ of the Northwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Section 36, Section 35:

- **Beginning** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run N00°14'12"E along the West line of said Southwest ¼ of the Southeast ¼ for 110.33 feet to a ½ inch Rebar having a Grid Value of **N 672,137.42 feet** and **E 815,627.99 feet** on said East Zone Grid;
- thence run S89°05'03"E for 136.95 feet to a ½ inch Rebar,
- thence run Northeasterly along an Arc to the left for 535.59 feet to a ½ inch Rebar, said Arc having a Radius of 926.87 feet, a Chord Bearing of N74°21'41"E and a Chord Distance of 528.17 feet,
- thence run N57°48'26"E for 41.34 feet to a ½ inch Rebar,
- thence run Northeasterly along an Arc to the Right for 466.51 feet to a Concrete Monument having a Grid Value of **N 672,515.66 feet** and **E 816,721.45 feet** on said East Zone Grid, said Arc having a Radius of 2,920.03 feet, a Chord Bearing of N63°23'02"E and a Chord Distance of 466.02 feet,
- thence run N22°20'41"W for 39.34 feet to a ½ inch Rebar,
- thence run Northerly along an Arc to the Right for 315.62 feet to a ¾ inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N12°43'22"W and a Chord Distance of 314.13 feet,
- thence run S86°53'56"W for 35.00 feet to a ¾ inch Rebar,
- thence run N01°37'54"W for 50.00 feet to a ½ inch Rebar,
- thence run N89°50'16"E for 35.00 feet to a ¾ inch Rebar,
- thence run Northerly along an Arc to the Right for 50.94 feet to a ¾ inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N01°23'30"E and a Chord Distance of 50.93 feet,
- thence run Northeasterly along an Arc to the left for 1,264.59 feet to a Concrete Monument, said Arc having a Radius of 1,083.11 feet, a Chord Bearing of N30°26'59"W and a Chord Distance of 1,193.98 feet,
- thence run Northeasterly along an Arc to the Right for 654.32 feet to a Concrete Monument, said Arc having a Radius of 591.75 feet, a Chord Bearing of N32°07'49"W and a Chord Distance of 621.49 feet,
- thence run N00°27'11"W for 132.84 feet to a Concrete Monument representing its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway,
- thence run S75°56'58"E along said Proposed South Right of Way Line for 82.83 feet to a ½ inch Rebar having a Grid Value of **N 674,626.37 feet** and **E 815,781.82 feet** on said East Zone Grid,
- thence run N00°18'42"E for 111.83 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the left for 566.76 feet to a Concrete Monument, said Arc having a Radius of 514.50 feet, a Chord Bearing of S31°52'10"E and a Chord Distance of 538.53 feet,
- thence run Southeasterly along an Arc to the Right for 831.07 feet to a Concrete Monument, said Arc having a Radius of 1,156.79 feet, a Chord Bearing of S31°52'10"E and a Chord Distance of 812.33 feet,
- thence run Southeasterly along an Arc to the Right for 526.47 feet to a ¾ inch Rebar, said Arc having a Radius of 1,169.99 feet, a Chord Bearing of S10°02'24"E and a Chord Distance of 522.04 feet,
- thence run Southerly along an Arc to the left for 73.55 feet to a ¾ inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of S00°25'33"W and a Chord Distance of 73.53 feet,
- thence run N87°58'27"E for 15.00 feet to a ¾ inch Rebar,
- thence run S03°45'48"E for 50.00 feet to a ¾ inch Rebar,
- thence run S84°29'57"W for 35.00 feet to a ¾ inch Rebar,
- thence run Southerly along an Arc to the left for 253.66 feet to a Concrete Monument, said Arc having a Radius of 859.44 feet, a Chord Bearing of S13°57'23"E and a Chord Distance of 252.74 feet,
- thence run S31°55'28"E for 39.33 feet to a Concrete Monument having a Grid Value of **N 672,545.82 feet** and **E 816,796.06 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the Right for 1,235.85 feet to a ¾ inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N80°39'58"E and a Chord Distance of 1,226.64 feet,
- thence run S87°12'28"E for 149.25 feet to a ¾ inch Rebar,
- thence run Southeasterly along an Arc to the Right for 730.47 feet to a ¾ inch Rebar, said Arc having a Radius of 1,009.89 feet, a Chord Bearing of S66°29'11"E and a Chord Distance of 714.65 feet,
- thence run S45°45'53"E for 25.75 feet to a ¾ inch Rebar having a Grid Value of N **672,434.41 feet** and **E 818,829.29 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the left for 373.07 feet to a ¾ inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of N29°54'24"E and a Chord Distance of 371.30 feet,
- thence run N20°14'33"E for 108.67 feet to a ¾ inch Rebar,
- thence run Northeasterly along an Arc to the Right for 911.43 feet to a ¾ inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of N43°15'37"E and a Chord Distance of 889.16 feet,
- thence run N64°16'40"E for 210.09 feet to a ¾ inch Rebar,
- thence run Northerly along an Arc to the left for 1,105.87 feet to a ¾ inch Rebar, said Arc having a Radius of 529.98 feet, a Chord Bearing of N04°30'04"E and a Chord Distance of 915.89 feet,
- thence run N87°12'28"W for 149.25 feet to a ¾ inch Rebar,
- thence run Southwesterly along an Arc to the left for 1,675.81 feet to a ¾ inch Rebar having a Grid Value of N **672,220.58 feet** and **E 816,401.16 feet** on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S75°42'20"W and a Chord Distance of 1,651.08 feet,
- thence run S31°47'38"E for 107.65 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Right for 133.37 feet to a ¾ inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of N **672,013.01 feet** and **E 816,508.49 feet** on said East Zone Grid, said Arc having a Radius of 467.55 feet, a Chord Bearing of S22°24'59"E and a Chord Distance of 132.77 feet,
- thence run N89°05'03"W along said South Line for 86.79 feet to a ¾ inch Rebar,
- thence run Northwesterly along an Arc to the left for 650.92 feet to a ¾ inch Rebar, said Arc having a Radius of 890.90 feet, a Chord Bearing of N66°29'11"W and a Chord Distance of 636.82 feet,
- thence run N87°12'28"W for 149.25 feet to a ¾ inch Rebar,
- thence run Southwesterly along an Arc to the left for 1,675.81 feet to a ¾ inch Rebar having a Grid Value of N **672,220.58 feet** and **E 816,401.16 feet** on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S75°42'20"W and a Chord Distance of 1,651.08 feet,
- thence run S31°47'38"E for 107.65 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Right for 133.37 feet to a ¾ inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of N **672,013.01 feet** and **E 816,508.49 feet** on said East Zone Grid, said Arc having a Radius of 467.55 feet, a Chord Bearing of S22°24'59"E and a Chord Distance of 132.77 feet,
- thence run S89°05'03"E for 55.00 feet to a ½ inch Rebar representing a Point on said East line,
- thence run S00°08'15"E along said East line for 569.91 feet to a ¾ inch Round Iron Pin representing the Southeast Corner of said Southwest ¼ of the Southwest ¼ and having a Grid Value of N **671,988.84 feet** and **E 819,627.16 feet** on said East Zone Grid,
- thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southwest ¼ for 97.47 feet to a ½ inch Rebar,
- thence run Northwesterly along an Arc to the Right for 770.56 feet to a ¾ inch Rebar, said Arc having a Radius of 1,009.90 feet, a Chord Bearing of N67°37'23"W and a Chord Distance of 752.00 feet,
- thence run N45°45'53"W for 139.86 feet to a ¾ inch Rebar,
- thence run Northwesterly along an Arc to the left for 650.92 feet to a ¾ inch Rebar, said Arc having a Radius of 890.90 feet, a Chord Bearing of N66°29'11"W and a Chord Distance of 636.82 feet,
- thence run N87°12'28"W for 149.25 feet to a ¾ inch Rebar,
- thence run Southwesterly along an Arc to the left for 601.99 feet to a ¾ inch Rebar representing a Point on said South Line of the Southeast ¼ of the Southwest ¼, said Arc having a Radius of 1,010.05 feet, a Chord Bearing of S74°17'21"W and a Chord Distance of 593.29 feet,
- thence run N89°05'03"W along said South Line for 134.94 feet to the **Point of Beginning**,

comprising **23.81 Acres**, more or less.

RIGHT OF WAY PARCEL ROW1 - Existing Shelby Thames Drive & Everglades

A part of the South ½ of the Southeast ¼, and a part of the Northwest ¼ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Section 35:

- **Commencing** at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid,
- thence run S89°05'03"E along the South Line of said Southwest ¼ of the Southeast ¼ for 134.94 feet to a ¾ inch Rebar;
- thence run Northeasterly along an Arc to the left for 385.54 feet to a Concrete Monument representing the Point of **Beginning** having a Grid Value of **N 672,080.60 feet** and **E 816,240.81 feet** on said East Zone Grid, said Arc having a Radius of 1,020.05 feet, a Chord Bearing of N30°23'05"E and a Chord Distance of 383.26 feet;
- thence run N20°35'35"W for 110.72 feet to a ¾ inch Rebar,
- thence run Northwesterly along an Arc to the Left for 331.91 feet to a ¾ inch Rebar, said Arc having a Radius of 926.87 feet, a Chord Bearing of N61°45'04"E and a Chord Distance of 191.97 feet,
- thence run N71°37'26"E for 41.34 feet to a ¾ inch Rebar,
- thence run Northeasterly along an Arc to the Right for 466.51 feet to a Concrete Monument having a Grid Value of N **672,515.66 feet** and **E 816,721.45 feet** on said East Zone Grid, said Arc having a Radius of 2,920.03 feet, a Chord Bearing of N63°23'02"E and a Chord Distance of 466.02 feet,
- thence run N22°20'41"W for 39.34 feet to a ¾ inch Rebar,
- thence run Northerly along an Arc to the Right for 315.62 feet to a ¾ inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N12°43'22"W and a Chord Distance of 314.13 feet,
- thence run S86°53'56"W for 35.00 feet to a ¾ inch Rebar,
- thence run N01°37'54"W for 50.00 feet to a ½ inch Rebar,
- thence run N89°50'16"E for 35.00 feet to a ¾ inch Rebar,
- thence run Northerly along an Arc to the Right for 50.94 feet to a ¾ inch Rebar, said Arc having a Radius of 939.69 feet, a Chord Bearing of N01°23'30"E and a Chord Distance of 50.93 feet,
- thence run Northeasterly along an Arc to the left for 1,264.59 feet to a Concrete Monument, said Arc having a Radius of 1,083.11 feet, a Chord Bearing of N30°26'59"W and a Chord Distance of 1,193.98 feet,
- thence run Northeasterly along an Arc to the Right for 654.32 feet to a Concrete Monument, said Arc having a Radius of 591.75 feet, a Chord Bearing of N32°07'49"W and a Chord Distance of 621.49 feet,
- thence run N00°27'11"W for 132.84 feet to a Concrete Monument representing its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway,
- thence run S75°56'58"E along said Proposed South Right of Way Line for 82.83 feet to a ½ inch Rebar having a Grid Value of **N 674,626.37 feet** and **E 815,781.82 feet** on said East Zone Grid,
- thence run N00°18'42"E for 111.83 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the left for 566.76 feet to a Concrete Monument, said Arc having a Radius of 514.50 feet, a Chord Bearing of S31°52'10"E and a Chord Distance of 538.53 feet,
- thence run Southeasterly along an Arc to the Right for 831.07 feet to a Concrete Monument, said Arc having a Radius of 1,156.79 feet, a Chord Bearing of S31°52'10"E and a Chord Distance of 812.33 feet,
- thence run Southeasterly along an Arc to the Right for 526.47 feet to a ¾ inch Rebar, said Arc having a Radius of 1,169.99 feet, a Chord Bearing of S10°02'24"E and a Chord Distance of 522.04 feet,
- thence run Southerly along an Arc to the left for 73.55 feet to a ¾ inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of S00°25'33"W and a Chord Distance of 73.53 feet,
- thence run N87°58'27"E for 15.00 feet to a ¾ inch Rebar,
- thence run S03°45'48"E for 50.00 feet to a ¾ inch Rebar,
- thence run S84°29'57"W for 35.00 feet to a ¾ inch Rebar,
- thence run Southerly along an Arc to the left for 253.66 feet to a Concrete Monument, said Arc having a Radius of 859.44 feet, a Chord Bearing of S13°57'23"E and a Chord Distance of 252.74 feet,
- thence run S31°55'28"E for 39.33 feet to a Concrete Monument having a Grid Value of **N 672,545.82 feet** and **E 816,796.06 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the Right for 1,235.85 feet to a ¾ inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N80°39'58"E and a Chord Distance of 1,226.64 feet,
- thence run S87°12'28"E for 149.25 feet to a ¾ inch Rebar,
- thence run Southeasterly along an Arc to the Right for 730.47 feet to a ¾ inch Rebar, said Arc having a Radius of 1,009.89 feet, a Chord Bearing of S66°29'11"E and a Chord Distance of 714.65 feet,
- thence run S45°45'53"E for 25.75 feet to a ¾ inch Rebar having a Grid Value of N **672,434.41 feet** and **E 818,829.29 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the left for 373.07 feet to a ¾ inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of N29°54'24"E and a Chord Distance of 371.30 feet,
- thence run N20°14'33"E for 108.67 feet to a ¾ inch Rebar,
- thence run Northeasterly along an Arc to the Right for 911.43 feet to a ¾ inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of N43°15'37"E and a Chord Distance of 889.16 feet,
- thence run N64°16'40"E for 210.09 feet to a ¾ inch Rebar,
- thence run Northerly along an Arc to the left for 1,105.87 feet to a ¾ inch Rebar, said Arc having a Radius of 529.98 feet, a Chord Bearing of N04°30'04"E and a Chord Distance of 915.89 feet,
- thence run N87°12'28"W for 149.25 feet to a ¾ inch Rebar,
- thence run Southwesterly along an Arc to the left for 1,675.81 feet to a ¾ inch Rebar having a Grid Value of N **672,220.58 feet** and **E 816,401.16 feet** on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S75°42'20"W and a Chord Distance of 1,651.08 feet,
- thence run S31°47'38"E for 107.65 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Right for 133.37 feet to a ¾ inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of N **672,013.01 feet** and **E 816,508.49 feet** on said East Zone Grid, said Arc having a Radius of 467.55 feet, a Chord Bearing of S22°24'59"E and a Chord Distance of 132.77 feet,
- thence run N89°05'03"W along said South Line for 86.79 feet to a ¾ inch Rebar,
- thence run Northwesterly along an Arc to the left for 650.92 feet to a ¾ inch Rebar, said Arc having a Radius of 890.90 feet, a Chord Bearing of N66°29'11"W and a Chord Distance of 636.82 feet,
- thence run N87°12'28"W for 149.25 feet to a ¾ inch Rebar,
- thence run Southwesterly along an Arc to the left for 975.28 feet to a ¾ inch Rebar representing the Southeast Corner of the Proposed Eastern Right of Way Line of an unnamed public roadway, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S82°50'54"W and a Chord Distance of 970.39 feet,
- thence run N13°05'44"W along said Proposed Eastern Right of Way Line for 109.98 feet to a ¾ inch Rebar representing the Northeast Corner of said Proposed Eastern Right of Way Line,
- thence run Northwesterly along an Arc to the Right for 1,013.45 feet to a ¾ inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N82°50'54"E and a Chord Distance of 1,008.37 feet,
- thence run S87°12'28"E for 149.25 feet to a ¾ inch Rebar,
- thence run Southeasterly along an Arc to the Right for 730.47 feet to a ¾ inch Rebar, said Arc having a Radius of 1,009.89 feet, a Chord Bearing of S66°29'11"E and a Chord Distance of 714.65 feet,
- thence run S45°45'53"E for 25.75 feet to a ¾ inch Rebar having a Grid Value of N **672,434.41 feet** and **E 818,829.29 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the left for 373.07 feet to a ¾ inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of N29°54'24"E and a Chord Distance of 371.30 feet,
- thence run N20°14'33"E for 108.67 feet to a ¾ inch Rebar,
- thence run Northeasterly along an Arc to the Right for 911.43 feet to a ¾ inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of N43°15'37"E and a Chord Distance of 889.16 feet,
- thence run N64°16'40"E for 210.09 feet to a ¾ inch Rebar,
- thence run Northerly along an Arc to the left for 1,105.87 feet to a ¾ inch Rebar, said Arc having a Radius of 529.98 feet, a Chord Bearing of N04°30'04"E and a Chord Distance of 915.89 feet,
- thence run N87°12'28"W for 149.25 feet to a ¾ inch Rebar,
- thence run Southwesterly along an Arc to the left for 1,675.81 feet to a ¾ inch Rebar having a Grid Value of N **672,220.58 feet** and **E 816,401.16 feet** on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S75°42'20"W and a Chord Distance of 1,651.08 feet,
- thence run S31°47'38"E for 107.65 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Right for 133.37 feet to a ¾ inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of N **672,013.01 feet** and **E 816,508.49 feet** on said East Zone Grid, said Arc having a Radius of 467.55 feet, a Chord Bearing of S22°24'59"E and a Chord Distance of 132.77 feet,
- thence run N89°05'03"W along said South Line for 134.94 feet to the **Point of Beginning**,

comprising **1.27 Acres**, more or less.

RIGHT OF WAY PARCEL ROW3 - Proposed Southern Road, Proposed East Access Road & Proposed Golf Course Road

A part of the Southeast ¼ of the Southwest ¼, in Section 35, Township 5 North, Range 14 West, and a part of the Southwest ¼ of the Southwest ¼, a part of the North ½ of the Southwest ¼, and a part of the South ½ of the Northwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997554 and a convergence angle of (minus) -0°16'27.59" at the Southeast Corner of the Southwest ¼ of said Section 35, Section 36:

- **Commencing** at a ¾ inch Round Iron Pin representing said Southeast Corner of the Southwest ¼ of the Southwest ¼, and having a Grid Value of **N 671,988.84 feet** and **E 819,627.16 feet** on said East Zone Grid,
- thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southwest ¼ for 55.00 feet to a ½ inch Rebar representing the Point of **Beginning** and having a Grid Value of **N 671,989.34 feet** and **E 819,572.15 feet** on said East Zone Grid;
- thence continue N89°28'53"W along said South Line of said Southwest ¼ of the Southwest ¼ for 42.47 feet to a ½ inch Rebar;
- thence run Northwesterly along an Arc to the right for 770.56 feet to a ¾ inch Rebar, said Arc having a Radius of 1,009.90 feet, a Chord Bearing of N67°37'23"W and a Chord Distance of 752.00 feet,
- thence run N45°45'53"W for 139.85 feet to a ¾ inch Rebar,
- thence run Northwesterly along an Arc to the left for 650.92 feet to a ¾ inch Rebar, said Arc having a Radius of 890.90 feet, a Chord Bearing of N66°29'11"W and a Chord Distance of 636.82 feet,
- thence run N87°12'28"W for 149.25 feet to a ¾ inch Rebar,
- thence run Southwesterly along an Arc to the left for 975.28 feet to a ¾ inch Rebar representing the Southeast Corner of the Proposed Eastern Right of Way Line of an unnamed public roadway, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S82°50'54"W and a Chord Distance of 970.39 feet,
- thence run N13°05'44"W along said Proposed Eastern Right of Way Line for 109.98 feet to a ¾ inch Rebar representing the Northeast Corner of said Proposed Eastern Right of Way Line,
- thence run Northwesterly along an Arc to the Right for 1,013.45 feet to a ¾ inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N82°50'54"E and a Chord Distance of 1,008.37 feet,
- thence run S87°12'28"E for 149.25 feet to a ¾ inch Rebar,
- thence run Southeasterly along an Arc to the Right for 730.47 feet to a ¾ inch Rebar, said Arc having a Radius of 1,009.89 feet, a Chord Bearing of S66°29'11"E and a Chord Distance of 714.65 feet,
- thence run S45°45'53"E for 25.75 feet to a ¾ inch Rebar having a Grid Value of N **672,434.41 feet** and **E 818,829.29 feet** on said East Zone Grid,
- thence run Northeasterly along an Arc to the left for 373.07 feet to a ¾ inch Rebar, said Arc having a Radius of 1,105.89 feet, a Chord Bearing of N29°54'24"E and a Chord Distance of 371.30 feet,
- thence run N20°14'33"E for 108.67 feet to a ¾ inch Rebar,
- thence run Northeasterly along an Arc to the Right for 911.43 feet to a ¾ inch Rebar, said Arc having a Radius of 1,185.89 feet, a Chord Bearing of N43°15'37"E and a Chord Distance of 889.16 feet,
- thence run N64°16'40"E for 210.09 feet to a ¾ inch Rebar,
- thence run Northerly along an Arc to the left for 1,105.87 feet to a ¾ inch Rebar, said Arc having a Radius of 529.98 feet, a Chord Bearing of N04°30'04"E and a Chord Distance of 915.89 feet,
- thence run N87°12'28"W for 149.25 feet to a ¾ inch Rebar,
- thence run Southwesterly along an Arc to the left for 1,675.81 feet to a ¾ inch Rebar having a Grid Value of N **672,220.58 feet** and **E 816,401.16 feet** on said East Zone Grid, said Arc having a Radius of 2,809.71 feet, a Chord Bearing of S75°42'20"W and a Chord Distance of 1,651.08 feet,
- thence run S31°47'38"E for 107.65 feet to a Concrete Monument,
- thence run Southeasterly along an Arc to the Right for 133.37 feet to a ¾ inch Rebar representing a Point on the South Line of said Southwest ¼ of the Southeast ¼, Section 35, and having a Grid Value of N **672,013.01 feet** and **E 816,508.49 feet** on said East Zone Grid, said Arc having a Radius of 467.55 feet, a Chord Bearing of S22°24'59"E and a Chord Distance of 132.77 feet,
- thence run N89°05'03"W along said South Line for 86.79 feet to a ¾ inch Rebar,
- thence run Northwesterly along an Arc to the left for 650.92 feet to a ¾ inch Rebar, said Arc having a Radius of 890.90 feet, a Chord Bearing of N66°29'11"W and a Chord Distance of 636.82 feet,
- thence run N87°12'28"W for 149.25 feet to a ¾ inch Rebar,
- thence run Southwesterly along an Arc to the left for 601.99 feet to a ¾ inch Rebar representing a Point on said South Line of the Southeast ¼ of the Southwest ¼, said Arc having a Radius of 1,010.05 feet, a Chord Bearing of S74°17'21"W and a Chord Distance of 593.29 feet,
- thence run N89°05'03"W along said South Line for 134.94 feet to the **Point of Beginning**,

comprising **23.84 Acres**, more or less.

PARCEL 1 - Reserved Recreation Parcel

A part of the Southwest ¼ of Section 35, Township 5 North, Range 14 West, and a part of the West ½ of the Southwest ¼ and a part of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'27.59" at the Southeast Corner of said Southwest ¼ of the Southwest ¼:

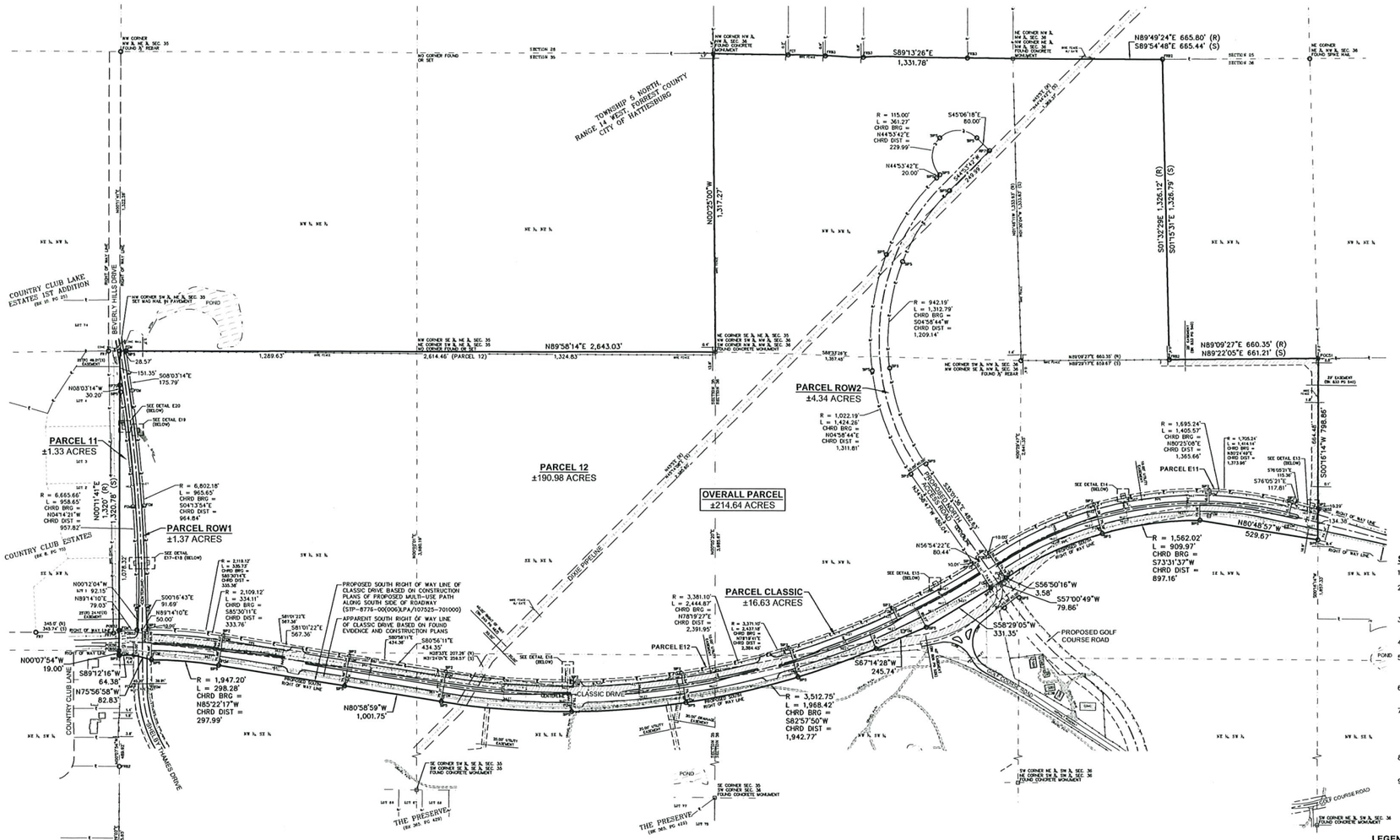
- **Beginning** at a ½ inch Rebar on iron pin representing said Southeast Corner of the Southwest ¼ of the Southwest ¼ and having a Grid Value of **N 671,988.84 feet** and **E 819,627.16 feet** on said East Zone Grid;
- thence run N89°28'53"W along the South Line of said Southwest ¼ of the Southwest ¼ for 55.00 feet to a ½ inch Rebar having a Grid Value of N 671,989.34 feet and E 819,572.15 feet on said East Zone Grid,
- thence run N00°08'15"W and parallel to the East Line of said Southwest ¼ of the Southwest ¼ for 109.99 feet to a ¾ inch Rebar,
- thence continue N00°08'15"W and parallel to said East Line for 459.28 feet to a ¾ inch Rebar,
- thence run N89°51'45"E for 55.00 feet to a ¾ inch Rebar representing a Point on said East line and having a Grid Value of N **672,080.60 feet** and **E 819,627.16 feet** on said East Zone Grid,
- thence run S00°08'15"E along said East line for 569.91 feet to the **Point of Beginning**,

comprising **0.72 Acres**, more or less.

PARCEL 2 - Reserved Recreation Parcel

A part of the Southwest ¼ of Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) -0°16'27.59" at the Southeast Corner of said Southwest ¼ of the Southwest ¼:

- **Commencing** at a Concrete Monument representing said Southeast Corner of the Southwest ¼ of the Southwest ¼, and having a Grid Value of **N 672,027.09 feet** and **E 815,627.53 feet** on said East Zone Grid;
- thence run East for 1,168.53 feet,
- thence run North 518.72 feet to a Concrete Monument representing the Intersection of the Proposed Northern Right of Way Line of a Proposed unnamed public roadway and the Eastern Right of Way Line of Shelby Thames Drive, a public roadway, and the **Point of Beginning**, said Intersection also having a Grid Value of **N 672,545.82 feet** and **E 816,796.06 feet** on said East Zone Grid;
- thence run Northerly along said Proposed Eastern Right of Way Line for the next 7 calls:
  - ** thence run N21°55'28"W for 39.33 feet to a Concrete Monument,
  - ** thence run Northerly along an Arc to the Right for 1,235.85 feet to a ¾ inch Rebar, said Arc having a Radius of 2,919.70 feet, a Chord Bearing of N80°39'58"E and a Chord Distance of 1,226.64 feet,
  - ** thence run N87°12'28"E for 35.00 feet to a ¾ inch Rebar,
  - ** thence run N84°29'57"E for 35.00 feet to a ¾ inch Rebar,
  - ** thence run Northerly along an Arc to the Right for 253.66 feet to a ¾ inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of N13°57'23"W and a Chord Distance of 252.74 feet,
  - ** thence run N03°45'48"W for 50.00 feet to a ¾ inch Rebar,
  - ** thence run N87°58'27"E for 35.00 feet to a ¾ inch Rebar,
- thence run Northerly along an Arc to the Right for 73.55 feet to a ¾ inch Rebar, said Arc having a Radius of 859.44 feet, a Chord Bearing of N00°25'33"E and a Chord Distance of 73.53 feet,
- thence run N87°58'27"E for 15.00 feet to a ¾ inch Rebar,
- thence run N03°45'48"E for 50.00 feet to a ¾ inch Rebar,
- thence run S84°29'57"W for 35.00 feet to a ¾ inch Rebar,
- thence run Northerly along an Arc to the Right for 253.66 feet to a Concrete Monument, said Arc having a Radius of 859.44 feet, a Chord Bearing of N13°57'23"W and a


PARCEL 11
±1.33 ACRES
PARCEL ROW1
±1.37 ACRES
PARCEL 12
±190.98 ACRES
PARCEL ROW2
±4.34 ACRES
OVERALL PARCEL
±214.64 ACRES
PARCEL CLASSIC
±16.63 ACRES
PARCEL E11
PARCEL E12
PARCEL E13
PARCEL E14
PARCEL E15
PARCEL E16
PARCEL E17
PARCEL E18
PARCEL E19
PARCEL E20
CLASSIC DRIVE
BEVERLY HILLS DRIVE
COUNTRY CLUB LANE
COUNTRY CLUB ESTATES
COUNTRY CLUB LAKE ESTATES 1ST ADDITION
THE PRESERVE
PROPOSED GOLF COURSE ROAD
PROPOSED SOUTH RIGHT OF WAY LINE OF CLASSIC DRIVE BASED ON CONSTRUCTION PLANS OF PROPOSED MULTI-USE PATH ALONG SOUTH SIDE OF ROADWAY (STP-8776-00(008)/PA/107525-701000)
APPARENT SOUTH RIGHT OF WAY LINE OF CLASSIC DRIVE BASED ON FOUND EVIDENCE AND CONSTRUCTION PLANS
TOWNSHIP 5 NORTH
RANGE 14 WEST FORREST COUNTY
CITY OF HATTIESBURG
N89°58'14"E 2,643.03'
S89°13'26"E 1,331.78'
N89°49'24"E 665.80' (R)
S89°54'48"E 665.44' (S)
N00°25'00"W 1,317.27'
S01°32'29"E 1,326.12' (R)
S01°15'31"E 1,326.79' (S)
N89°09'27"E 660.35' (R)
N89°22'05"E 661.21' (S)
S00°15'14"W 798.86'
N80°48'57"W 529.67'
N80°58'59"W 1,001.75'
S67°14'28"W 245.74'
S56°50'16"W 3.58'
S57°00'49"W 79.86'
S58°29'05"W 331.35'
N00°07'54"W 19.00'
S89°12'16"W 64.38'
N75°56'58"W 82.83'
N00°12'04"W 92.15'
S00°15'43"E 91.69'
N89°14'10"E 50.00'
S89°14'10"W 79.03'
N00°11'41"E 1,320.78' (R)
N00°03'14"E 1,320.76' (S)
S00°03'14"E 175.79'
N00°03'14"W 30.20'
R = 6,665.66'
L = 958.65'
CHRD BRG = N04°14'21"W
CHRD DIST = 957.82'
R = 6,802.18'
L = 963.65'
CHRD BRG = S04°13'54"E
CHRD DIST = 964.84'
R = 1,947.20'
L = 298.28'
CHRD BRG = N85°22'17"W
CHRD DIST = 297.99'
R = 2,109.12'
L = 334.11'
CHRD BRG = S85°30'11"E
CHRD DIST = 333.76'
R = 3,512.75'
L = 1,968.42'
CHRD BRG = S82°57'50"W
CHRD DIST = 1,942.77'
R = 3,381.10'
L = 2,444.87'
CHRD BRG = N78°19'27"E
CHRD DIST = 2,391.95'
R = 1,562.02'
L = 909.97'
CHRD BRG = S73°31'37"W
CHRD DIST = 897.16'
R = 1,695.24'
L = 1,405.57'
CHRD BRG = N80°25'09"E
CHRD DIST = 1,365.66'
R = 942.19'
L = 1,312.79'
CHRD BRG = S04°58'44"W
CHRD DIST = 1,209.14'
R = 1,022.19'
L = 1,424.26'
CHRD BRG = N04°58'44"E
CHRD DIST = 1,311.81'
R = 115.00'
L = 361.27'
CHRD BRG = N44°53'42"E
CHRD DIST = 229.99'
S45°06'18"E 80.00'
N44°53'42"E 20.00'
S44°53'42"W 240.00'
N56°54'22"E 80.44'
S76°05'21"E 117.81'
S76°05'21"E 115.36'
S76°05'21"E 117.81'
N89°22'05"E 660.35' (R)
N89°09'27"E 659.87' (S)
S89°54'48"W 665.44' (S)
S89°49'24"W 665.80' (R)
S89°13'26"W 1,331.78'
N89°58'14"E 2,644.46' (PARCEL 12)
1,324.63'
1,269.63'
28.57'
151.35'
345.9' (R)
343.74' (S)
R = 1,562.02'
L = 909.97'
CHRD BRG = S73°31'37"W
CHRD DIST = 897.16'
R = 1,695.24'
L = 1,405.57'
CHRD BRG = N80°25'09"E
CHRD DIST = 1,365.66'
R = 1,706.24'
L = 1,414.14'
CHRD BRG = N80°25'09"E
CHRD DIST = 1,373.99'
R = 3,381.10'
L = 2,431.14'
CHRD BRG = N78°19'27"E
CHRD DIST = 2,384.42'
R = 3,512.75'
L = 1,968.42'
CHRD BRG = S82°57'50"W
CHRD DIST = 1,942.77'
R = 2,109.12'
L = 334.11'
CHRD BRG = S85°30'11"E
CHRD DIST = 333.76'
R = 1,947.20'
L = 298.28'
CHRD BRG = N85°22'17"W
CHRD DIST = 297.99'
R = 6,802.18'
L = 963.65'
CHRD BRG = S04°13'54"E
CHRD DIST = 964.84'
R = 6,665.66'
L = 958.65'
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N89°22'05"E 660.35' (R)
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S89°54'48"W 665.44' (S)
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N89°22'05"E 661.21' (S)
S00°15'14"W 798.86'
N80°48'57"W 529.67'
N80°58'59"W 1,001.75'
S67°14'28"W 245.74'
S56°50'16"W 3.58'
S57°00'49"W 79.86'
S58°29'05"W 331.35'
N00°07'54"W 19.00'
S89°12'16"W 64.38'
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CHRD BRG = N85°22'17"W
CHRD DIST = 297.99'
R = 2,109.12'
L = 334.11'
CHRD BRG = S85°30'11"E
CHRD DIST = 333.76'
R = 3,512.75'
L = 1,968.42'
CHRD BRG = S82°57'50"W
CHRD DIST = 1,942.77'
R = 3,381.10'
L = 2,444.87'
CHRD BRG = N78°19'27"E
CHRD DIST = 2,391.95'
R = 1,562.02'
L = 909.97'
CHRD BRG = S73°31'37"W
CHRD DIST = 897.16'
R = 1,695.24'
L = 1,405.57'
CHRD BRG = N80°25'09"E
CHRD DIST = 1,365.66'
R = 1,706.24'
L = 1,414.14'
CHRD BRG = N80°25'09"E
CHRD DIST = 1,373.99

PARCEL SURVEY BOUNDARY DESCRIPTIONS:

State of Mississippi
County of Forrest
City of Hattiesburg

OVERALL PARCEL - North of the Proposed South Right of Way Line of Classic Drive

All of the South ½ of the Northeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and all of the Northwest ¼ of the Northwest ¼, all of the West ½ of the Northeast ¼ of the Northwest ¼, a part of the South ½ of the Northwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of the Southwest ¼ of said Northwest ¼, Section 35;

- **Beginning** at a 2 inch Round Iron Pin representing said Southwest Corner of the Northwest ¼ of the Southwest ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northwest ¼ for 1,320.78 feet to a Mag Nail in Pavement representing the Northwest Corner of said Southwest ¼ of the Northwest ¼;
- thence run N89°58'14"E along the North Line of said South ½ of the Northeast ¼ for 2,643.03 feet to a Concrete Monument representing the Northeast Corner of the Southwest ¼ of the Northeast ¼, Section 35, and the Southwest Corner of said Northwest ¼ of the Northwest ¼, Section 36;
- thence run N00°25'00"W along the West Line of said Northwest ¼ of the Northwest ¼ for 1,317.27 feet to a Concrete Monument representing the Northwest Corner of said Northwest ¼ of the Northwest ¼;
- thence run S89°13'26"E along the North Line of said Northwest ¼ of the Northwest ¼ for 1,331.78 feet to a Concrete Monument representing the Northeast Corner of said Northwest ¼ of the Northwest ¼, and the Northwest Corner of said Northeast ¼ of the Northwest ¼;
- thence run S89°54'48"E along the North Line of said Northeast ¼ of the Northwest ¼ for 665.44 feet to a ½ Inch Rebar representing the Northeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼,
- thence run S01°15'31"E along the East Line of said West ½ of the Northeast ¼ of the Northwest ¼ for 1,326.79 feet to a ½ Inch Rebar representing the Southeast Corner of the West ½ of the Northeast ¼ of the Northwest ¼, and a Point on the North Line of the Southeast ¼ of said Northwest ¼,
- thence run N89°22'05"E along the North Line of said Southeast ¼ of the Northwest ¼ for 661.21 feet to a Concrete Monument representing the Northeast Corner of said Southeast ¼ of the Northwest ¼ and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid,
- thence run S00°16'14"W along the East Line of said Southeast ¼ of the Northwest ¼ for 798.86 feet to a ½ Inch Rebar representing its Intersection with the Proposed Southern Right of Way Line of Classic Drive, a public roadway,
- thence run Westerly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to a ½ Inch Rebar representing a Point on the West Line of said Northwest ¼ of the Southeast ¼, Section 35;
  - ** thence run N80°48'57"W for 529.67 feet to a ½ inch Rebar,
  - ** thence run Southwesterly along an Arc to the left for 909.97 feet to a ½ Inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of S73°31'37"W and a Chord Distance of 897.16 feet,
  - ** thence run S56°50'16"W for 3.58 feet to a ½ inch Rebar,
  - ** thence run S57°00'49"W for 79.86 feet to a ½ inch Rebar,
  - ** thence run S58°29'05"W for 331.35 feet to a ½ inch Rebar,
  - ** thence run S67°14'28"W for 245.74 feet to a ½ inch Rebar,
  - ** thence run Westerly along an Arc to the Right for 1,968.42 feet to a ½ inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S82°57'50"W and a Chord Distance of 1,942.27 feet,
  - ** thence run N80°58'59"W for 1,001.75 feet to a ½ inch Rebar,
  - ** thence run Northwesterly along an Arc to the left for 298.28 feet to a ½ Inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of N85°22'37"W and a Chord Distance of 297.99 feet,
  - ** thence run N75°56'58"W for 82.83 feet to a Concrete Monument,
  - ** thence run S89°12'16"W for 64.38 feet to a ½ Inch Rebar representing a Point on the West Line of said Northeast ¼ of the Southeast ¼, Section 35,
- thence run N00°07'54"W along said West Line of the Northeast ¼ of the Southeast ¼ for 19.00 feet to the **Point of Beginning.**
- comprising **214.64 Acres**, more or less.

PARCEL CLASSIC - Proposed Right of Way of Classic Drive

A part of the Southwest ¼ of the Northeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and a part of the South ½ of the Northwest ¼, and a part of the Northwest ¼ of the Southeast ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35;

- **Beginning** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a ½ Inch Rebar,
- thence run N89°14'10"E for 79.03 feet to a ½ Inch Rebar,
- continue N89°14'10"E along said Proposed North Right of Way Line for 50.00 feet to a Concrete Monument having a Grid Value of **N 674,757.41 feet** and **E 815,766.37 feet** on said East Zone Grid,
- thence run Southeasterly along an Arc to the Right for 334.11 feet to a Concrete Monument, said Arc having a Radius of 2,109.12 feet, a Chord Bearing of S85°30'11"E and a Chord Distance of 333.76 feet,
- thence run S81°01'22"E for 567.36 feet to a Concrete Monument,
- thence run S80°56'11"E for 434.35 feet to a Concrete Monument,
- thence run Northeasterly along an Arc to the left for 2,444.87 feet to a Concrete Monument, said Arc having a Radius of 3,381.10 feet, a Chord Bearing of N78°19'27"E and a Chord Distance of 2,391.95 feet,
- thence run N56°54'22"E for 80.44 feet to a Concrete Monument,
- thence run Northeasterly along an Arc to the right for 1,405.57 feet to a Concrete Monument, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of N80°25'08"E and a Chord Distance of 1,365.66 feet,
- thence run S76°05'21"E for 117.81 feet to a ½ Inch Rebar representing a Point on the East Line of the Southeast ¼ of said Northwest ¼, Section 36 and having a Grid Value of **N 675,301.25 feet** and **E 820,959.25 feet** on said East Zone Grid,
- thence run S00°16'14"W along said East Line of the Southeast ¼ of the Northwest ¼ for 134.38 feet,
- thence run N80°48'57"W for 529.67 feet to a ½ Inch Rebar,
- thence run Southwesterly along an Arc to the Left for 909.97 feet to a ½ Inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of S73°31'37"W and a Chord Distance of 897.16 feet,
- thence run S56°50'16"W for 3.58 feet to a ½ inch Rebar,
- thence run S57°00'49"W for 79.86 feet to a ½ inch Rebar,
- thence run S58°29'05"W for 331.35 feet to a ½ inch Rebar,
- thence run S67°14'28"W for 245.74 feet to a ½ inch Rebar,
- thence run Westerly along an Arc to the Right for 1,968.42 feet to a ½ Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S82°57'50"W and a Chord Distance of 1,942.27 feet,
- thence run N80°58'59"W for 1,001.75 feet to a ½ Inch Rebar,
- thence run Northwesterly along an Arc to the left for 298.28 feet to a ½ Inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of N85°22'37"W and a Chord Distance of 297.99 feet,
- thence run N75°56'58"W for 82.83 feet to a Concrete Monument,
- thence run S89°12'16"W for 64.38 feet to a ½ Inch Rebar representing a Point on the West Line of said Northeast ¼ of the Southeast ¼, Section 35,
- thence run N00°07'54"W along said West Line of the Northwest ¼ of the Southeast ¼ for 19.00 feet to the **Point of Beginning.**
- comprising **16.63 Acres**, more or less.

PARCEL ROW1 - Proposed Right of Way of Beverly Hills Drive

A part of the Southwest ¼ of the Northeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35;

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a ½ Inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway,
- thence run N89°14'10"E along said Proposed North Right of Way Line for 29.03 feet to a ½ Inch Rebar representing the **Point of Beginning** and having a Grid Value of **N 674,756.74 feet** and **E 815,716.38 feet** on said East Zone Grid;
- thence run N00°12'04"W for 92.15 feet to a Concrete Monument,
- thence run Northeasterly along an Arc to the Left for 958.65 feet to a ½ Inch Rebar, said Arc having a Radius of 6,665.66 feet, a Chord Bearing of N04°14'21"W and a Chord Distance of 957.82 feet,
- thence run N08°03'14"W for 30.20 feet to a ½ Inch Rebar representing a Point on said West Line and having a Grid Value of **N 675,834.00 feet** and **E 815,641.02 feet** on said East Zone Grid,
- thence run N00°11'41"E along said West Line for 151.35 feet to a Mag Nail in Pavement representing the Northwest Corner of said Southwest ¼ of the Northeast ¼,
- thence run N89°58'14"E along the North Line of said Southwest ¼ of the Northeast ¼ for 28.57 feet to a ½ Inch Rebar,
- thence run S08°03'14"E for 175.79 feet to a Concrete Monument,
- thence run Southerly along an Arc to the Right for 965.65 feet to a Concrete Monument, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of S04°13'54"E and a Chord Distance of 964.84 feet,
- thence run S00°16'43"E for 91.69 feet to a Concrete Monument representing a Point on said Proposed North Right of Way Line,
- thence run S89°14'10"W along said Proposed North Right of Way for 50.00 feet to the **Point of Beginning.**
- comprising **3.37 Acres**, more or less.

PARCEL ROW2 - Proposed Right of Way of Proposed North Access Road

A part of the West ½ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of the Southwest ¼ of said Northwest ¼, Section 36;

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run West 1,464.09 feet,
- thence run South 863.45 feet to a Concrete Monument representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 675,102.27 feet** and **E 819,498.28 feet** on said East Zone Grid;
- thence run S56°54'22"W along said Proposed Northern Right of Way Line for 80.44 feet to a Concrete Monument,
- thence run N34°58'47"W for 480.04 feet to a ½ Inch Rebar,
- thence run Northerly along an Arc to the Right for 1,424.26 feet to a ½ Inch Rebar, said Arc having a Radius of 1,022.19 feet, a Chord Bearing of N04°58'44"E and a Chord Distance of 1,311.81 feet,
- thence run N44°53'42"E for 20.00 feet to a ½ Inch Rebar,
- thence run Northeasterly along an Arc to the Right for 361.27 feet to a ½ Inch Rebar, said Arc having a Radius of 115.00 feet, a Chord Bearing of N44°53'42"E and a Chord Distance of 229.99 feet,
- thence run S45°06'18"E for 80.00 feet to a ½ Inch Rebar having a Grid Value of **N 676,879.17 feet** and **E 819,502.66 feet** on said East Zone Grid,
- thence run Southerly along an Arc to the Left for 1,312.79 feet to a ½ Inch Rebar, said Arc having a Radius of 942.19 feet, a Chord Bearing of S04°58'44"E and a Chord Distance of 1,209.14 feet,
- thence run S34°58'47"E for 480.04 feet to a Concrete Monument,
- thence run S35°01'36"E for 682.63 feet to the **Point of Beginning.**
- comprising **4.34 Acres**, more or less.

PARCEL 11 - West of Beverly Hills Drive

A part of the Southwest ¼ of the Northeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35;

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a ½ Inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 674,755.69 feet** and **E 815,637.36 feet** on said East Zone Grid;
- thence continue N00°11'41"E along said West Line of the Southwest ¼ of the Northeast ¼ for 1,078.32 feet to a ½ Inch Rebar representing a Point on the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway, and having a Grid Value of **N 675,834.00 feet** and **E 815,641.02 feet** on said East Zone Grid,
- thence run S08°03'14"E along said Proposed Western Right of Way Line for 30.20 feet to a ½ Inch Rebar,
- thence run Southerly along an Arc to the Right and said Proposed Western Right of Way Line for 958.65 feet to a Concrete Monument, said Arc having a Radius of 6,665.66 feet, a Chord Bearing of S04°14'21"E and a Chord Distance of 957.82 feet,
- thence run S00°12'04"E along said Proposed Western Right of Way Line for 92.15 feet to a ½ Inch Rebar representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive,
- thence run S89°14'10"W along said Proposed Northern Right of Way Line for 79.03 feet to the **Point of Beginning**.
- comprising **1.33 Acres**, more or less.

PARCEL 12 - North of the Proposed South Right of Way Line of Classic Drive and East of the Proposed Eastern Right of Way Line of Beverly Hills Drive

A part of the South ½ of the Northeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and a part of the Northwest ¼ of the Northwest ¼, all of the West ½ of the Northeast ¼ of the Northwest ¼, a part of the South ½ of the Northwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of the Southwest ¼ of said Northwest ¼, Section 35;

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a ½ Inch Rebar representing its Intersection with the Proposed North Right of Way Line of Classic Drive, a public roadway,
- thence run N89°14'10"E along said Proposed North Right of Way Line for 79.03 feet to a ½ Inch Rebar representing its Intersection with the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway,
- thence continue N89°14'10"E along said Proposed North Right of Way Line for 50.00 feet to a Concrete Monument representing its Intersection with the Proposed Eastern Right of Way Line of said Beverly Hills Drive and the **Point of Beginning**, said Intersection having a Grid Value of **N 674,757.41 feet** and **E 815,766.37 feet** on said East Zone Grid;
- thence run N00°16'43"W along said Proposed Eastern Right of Way Line for 91.69 feet to a Concrete Monument,
- thence run Northerly along an Arc to the Left and said Proposed Eastern Right of Way Line for 965.65 feet to a Concrete Monument, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of N04°13'54"W and a Chord Distance of 964.84 feet,
- thence run N08°03'14"W along said Proposed Eastern Right of Way Line for 175.79 feet to a ½ Inch Rebar representing its Intersection with the North Line of said Southwest ¼ of the Northeast ¼,
- thence run N89°58'14"E along the North Line of said South ¾ of the Northeast ¼ for 2,614.46 feet to a Concrete Monument representing the Northeast Corner of the Southeast ¼ of said Northeast ¼, Section 35, and the Southwest Corner of said Northwest ¼ of the Northwest ¼, Section 36,
- thence run N00°25'00"W along the West Line of said Northwest ¼ of the Northwest ¼ for 1,317.27 feet to a Concrete Monument representing the Northwest Corner of said Northwest ¼ of the Northwest ¼,
- thence run S89°13'26"E along the North Line of said Northwest ¼ of the Northwest ¼ for 1,331.78 feet to a Concrete Monument representing the Northeast Corner of said Northwest ¼ of the Northwest ¼, and the Northwest Corner of said Northeast ¼ of the Northwest ¼,
- thence run S89°54'48"E along the North Line of said Northeast ¼ of the Northwest ¼ for 665.44 feet to a ½ Inch Rebar representing the Northeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼,
- thence run S01°15'31"E along the East Line of said West ½ of the Northeast ¼ of the Northwest ¼ for 1,326.79 feet to a ½ Inch Rebar representing the Southeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼, and a Point on the North Line of the Southeast ¼ of said Northwest ¼,
- thence run N89°22'05"E along the North Line of said Southeast ¼ of the Northwest ¼ for 661.21 feet to a Concrete Monument representing the Northeast Corner of said Southeast ¼ of the Northwest ¼ and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid,
- thence run S00°16'14"W along the East Line of said Southeast ¼ of the Northwest ¼ for 664.48 feet to a ½ Inch Rebar representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive,
- thence run N76°05'21"W along said Proposed Northern Right of Way Line for 117.81 feet to a Concrete Monument,
- thence run Southwesterly along an Arc to the Left and said Proposed Northern Right of Way Line for 1,406.57 feet to a Concrete Monument representing its Intersection with the Proposed Eastern Right of Way Line of the Proposed North Access Road, an undeveloped public roadway, and having a Grid Value of **N 675,102.27 feet** and **E 819,498.28 feet** on said East Zone Grid, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of S80°25'08"W and a Chord Distance of 1,365.66 feet,
- thence run S35°01'36"W along said Proposed Eastern Right of Way Line for 682.63 feet to a ½ Inch Rebar,
- thence run Northerly along an Arc to the Right and said Proposed Eastern Right of Way Line for 1,312.79 feet to a ½ Inch Rebar, said Arc having a Radius of 942.19 feet, a Chord Bearing of N04°58'44"E and a Chord Distance of 1,209.14 feet,
- thence run N34°58'47"E along said Proposed Eastern Right of Way Line for 249.99 feet to a ½ Inch Rebar having a Grid Value of **N 676,879.17 feet** and **E 819,502.66 feet** on said East Zone Grid,
- thence run N45°06'18"W along the Proposed Northern Right of Way Line of said Proposed North Access Road for 80.00 feet to a ½ Inch Rebar,
- thence run Southwesterly along an Arc to the left and along the Proposed Western Right of Way Line of said Proposed North Access Road for 361.27 feet to a ½ Inch Rebar, said Arc having a Radius of 115.00 feet, a Chord Bearing of S44°53'42"W and a Chord Distance of 229.99 feet,
- thence run S44°53'42"W along said Proposed Western Right of Way Line for 20.00 feet to a ½ Inch Rebar,
- thence run Southerly along an Arc to the Left and said Proposed Western Right of Way Line for 1,424.26 feet to a ½ Inch Rebar, said Arc having a Radius of 1,022.19 feet, a Chord Bearing of S04°58'44"W and a Chord Distance of 1,311.81 feet,
- thence run S34°58'47"E along said Proposed Western Right of Way Line for 480.04 feet to a Concrete Monument representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive,
- thence run Southwesterly along an Arc to the Right and said Proposed North Right of Way Line for 2,444.87 feet to a Concrete Monument, said Arc having a Radius of 3,381.10 feet, a Chord Bearing of S78°19'27"W and a Chord Distance of 2,391.95 feet,
- thence run N80°56'11"W along said Proposed North Right of Way Line for 434.35 feet to a Concrete Monument,
- thence run N81°01'22"W along said Proposed North Right of Way Line for 567.36 feet to a Concrete Monument,
- thence run Northwesterly along an Arc to the Left and said Proposed North Right of Way Line for 334.11 feet to the **Point of Beginning**, said Arc having a Radius of 2,109.12 feet, a Chord Bearing of N85°30'11"W and a Chord Distance of 333.76 feet,
- comprising **190.98 Acres**, more or less.

EASEMENT SURVEY BOUNDARY DESCRIPTIONS:

State of Mississippi
County of Forrest
City of Hattiesburg

EASEMENT E11 - 10 Foot Wide Utility Easement along the North Side of Classic Drive, East of the Proposed North Access Road

A part of the South ½ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of the Southwest ¼ of said Northwest ¼, Section 36;

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run S00°12'04"E along said Proposed Western Right of Way Line for 958.65 feet to a Concrete Monument representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive, and the **Point of Beginning**;
- thence run S89°14'10"W along said Proposed Northern Right of Way Line for 10.00 feet;
- thence run N00°12'04"W for 92.15 feet to a ½ Inch Rebar representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive,
- thence run S89°14'10"W along said Proposed Northern Right of Way Line for 79.03 feet to the **Point of Beginning**.
- comprising **1.33 Acres**, more or less.

EASEMENT E12 - 10 Foot Wide Utility Easement along the North Side of Classic Drive, between Beverly Hills Drive and the Proposed North Access Road

A part of the North ½ of the Southeast ¼ and a part of the Southwest ¼ of the Northwest ¼, all in Section 35, and a part of the Southwest ¼ of the Northeast ¼ and a part of the Northwest ¼ of the Southeast ¼, all in Section 36, all in Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of the Southwest ¼ of said Northwest ¼, Section 35;

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northwest ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northwest ¼ for 91.11 feet to a ½ Inch Rebar representing its Intersection with the Proposed North Right of Way Line of Classic Drive, a public roadway,
- thence run N89°14'10"E along said Proposed North Right of Way Line for 79.03 feet to a ½ Inch Rebar representing its Intersection with the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway,
- thence continue N89°14'10"E along said Proposed North Right of Way Line for 50.00 feet to a Concrete Monument representing its Intersection with the Proposed Eastern Right of Way Line of said Beverly Hills Drive and the **Point of Beginning**, said Intersection having a Grid Value of **N 674,757.41 feet** and **E 815,766.37 feet** on said East Zone Grid;
- thence run N00°16'43"W along said Proposed Eastern Right of Way Line for 91.69 feet to a Concrete Monument,
- thence run Northerly along an Arc to the Left and said Proposed Eastern Right of Way Line for 965.65 feet to a Concrete Monument, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of N04°13'54"W and a Chord Distance of 964.84 feet,
- thence run N08°03'14"W along said Proposed Eastern Right of Way Line for 175.79 feet to a ½ Inch Rebar representing its Intersection with the North Line of said Southwest ¼ of the Northeast ¼,
- thence run N89°58'14"E along the North Line of said South ¾ of the Northeast ¼ for 2,614.46 feet to a Concrete Monument representing the Northeast Corner of the Southeast ¼ of said Northeast ¼, Section 35, and the Southwest Corner of said Northwest ¼ of the Northwest ¼, Section 36,
- thence run N00°25'00"W along the West Line of said Northwest ¼ of the Northwest ¼ for 1,317.27 feet to a Concrete Monument representing the Northwest Corner of said Northwest ¼ of the Northwest ¼,
- thence run S89°13'26"E along the North Line of said Northwest ¼ of the Northwest ¼ for 1,331.78 feet to a Concrete Monument representing the Northeast Corner of said Northwest ¼ of the Northwest ¼, and the Northwest Corner of said Northeast ¼ of the Northwest ¼,
- thence run S89°54'48"E along the North Line of said Northeast ¼ of the Northwest ¼ for 665.44 feet to a ½ Inch Rebar representing the Northeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼,
- thence run S01°15'31"E along the East Line of said West ½ of the Northeast ¼ of the Northwest ¼ for 1,326.79 feet to a ½ Inch Rebar representing the Southeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼, and a Point on the North Line of the Southeast ¼ of said Northwest ¼,
- thence run N89°22'05"E along the North Line of said Southeast ¼ of the Northwest ¼ for 661.21 feet to a Concrete Monument representing the Northeast Corner of said Southeast ¼ of the Northwest ¼ and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid,
- thence run S00°16'14"W along the East Line of said Southeast ¼ of the Northwest ¼ for 664.48 feet to a ½ Inch Rebar representing its Intersection with said Proposed Northern Right of Way Line of Classic Drive,
- thence run N76°05'21"W along said Proposed Northern Right of Way Line for 117.81 feet to a Concrete Monument,
- thence run Southwesterly along an Arc to the Left and said Proposed Northern Right of Way Line for 1,406.57 feet to a Concrete Monument representing its Intersection with the Proposed Eastern Right of Way Line of the Proposed North Access Road, an undeveloped public roadway, and having a Grid Value of **N 675,102.27 feet** and **E 819,498.28 feet** on said East Zone Grid, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of S80°25'08"W and a Chord Distance of 1,365.66 feet,
- thence run N35°01'36"W along said Proposed Eastern Right of Way Line for 10.00 feet to a ½ Inch Rebar,
- thence run Northeasterly along an Arc to the Right and parallel to said Proposed Northern Right of Way Line for 1,414.14 feet to a ½ Inch Rebar, said Arc having a Radius of 1,705.24 feet, a Chord Bearing of N80°24'49"E and a Chord Distance of 1,373.96 feet,
- thence run S76°05'21"E and parallel to said Proposed Northern Right of Way Line for 115.36 feet to a ½ Inch Rebar representing a Point on said East Line of the Southeast ¼ of the Northwest ¼,
- thence run S00°16'14"W along said East Line for 10.29 feet to the **Point of Beginning.**
- comprising **0.35 Acres (15,264 Square Feet)**, more or less.

EASEMENT E13 - 20 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, East of the Proposed North Access Road

A part of the Southwest ¼ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of said Southwest ¼ of the Northwest ¼, Section 36;

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run West for 20.39 feet,
- thence run South for 660.20 feet to a ½ Inch Rebar representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 675,305.53 feet** and **E 820,941.99 feet** on said East Zone Grid;
- thence run N76°05'21"W along said Proposed Northern Right of Way Line for 20.00 feet to a ½ Inch Rebar,
- thence run N13°54'39"E for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 675,329.75 feet** and **E 820,927.39 feet** on said East Zone Grid,
- thence run S76°05'21"E and parallel to said Proposed Northern Right of Way Line for 20.00 feet to a ½ Inch Rebar,
- thence run S13°54'39"W for 20.00 feet to the **Point of Beginning.**
- comprising **0.01 Acres (400 Square Feet)**, more or less.

EASEMENT E14 - 20 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, East of the Proposed North Access Road

A part of the Southwest ¼ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of said Southwest ¼ of the Northwest ¼, Section 36;

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run West for 854.72 feet,
- thence run South for 615.45 feet to a ½ Inch Rebar representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 675,350.27 feet** and **E 820,107.67 feet** on said East Zone Grid;
- thence run Southwesterly along an Arc to the left and said Proposed Northern Right of Way Line for 20.00 feet to a ½ Inch Rebar, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of S78°42'23"W and a Chord Distance of 20.00 feet,
- thence run N11°17'37"W for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 675,365.97 feet** and **E 820,084.14 feet** on said East Zone Grid,
- thence run N78°42'23"E for 20.00 feet to a ½ Inch Rebar,
- thence run S11°17'37"E for 20.00 feet to the **Point of Beginning.**
- comprising **0.01 Acres (400 Square Feet)**, more or less.

EASEMENT E15 - 20 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, between Beverly Hills Drive and the Proposed North Access Road

A part of the Southwest ¼ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of said Southwest ¼ of the Northwest ¼, Section 36;

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run West for 1,685.89 feet,
- thence run South for 999.65 feet to a ½ Inch Rebar representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 674,966.07 feet** and **E 819,276.50 feet** on said East Zone Grid;
- thence run Southwesterly along an Arc to the Right and said Proposed Northern Right of Way Line for 19.93 feet to a ½ Inch Rebar, said Arc having a Radius of 3,381.10 feet, a Chord Bearing of S60°49'35"W and a Chord Distance of 19.93 feet,
- thence run N29°12'27"W for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 674,973.81 feet** and **E 819,249.34 feet** on said East Zone Grid,
- thence run N60°49'34"E for 20.00 feet to a ½ Inch Rebar,
- thence run S29°00'13"E for 20.00 feet to the **Point of Beginning.**
- comprising **0.01 Acres (399 Square Feet)**, more or less.

EASEMENT E16 - 75 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, between Beverly Hills Drive and the Proposed North Access Road

A part of the Northwest ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of the Southwest ¼ of the Northeast ¼, said Section 35;

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run East for 1,980.11 feet,
- thence run South for 132.28 feet to a ½ Inch Rebar representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 674,532.30 feet** and **E 817,617.16 feet** on said East Zone Grid;
- thence run N00°07'38"W for 75.00 feet to a ½ Inch Rebar,
- thence run N89°52'22"E for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 674,607.34 feet** and **E 817,637.00 feet** on said East Zone Grid,
- thence run S00°07'38"E for 75.00 feet to a ½ Inch Rebar representing a Point on said Proposed Northern Right of Way Line,
- thence run Westerly along an Arc to the Right and said Proposed Northern Right of Way Line for 20.00 feet to the **Point of Beginning**, said Arc having a Radius of 3,381.10 feet, a Chord Bearing of S89°52'22"W and a Chord Distance of 20.00 feet,
- comprising **0.03 Acres (1,500 Square Feet)**, more or less.

EASEMEN

URBAN DEVELOPMENT
PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)
Hattiesburg, MS 39403-1898
Department of Urban Development
(601) 545-4599 or FAX (601) 545-1962

RECEIVED
SEP 25 2023
BY:

APPLICANT:

Applicant Name: Monica Tisack
Project Name: USM Innovation & Commercialization Park , "The Garden"
Proposed Use(s): Technology centered Work-Live-Play Mixed Use District
Project Street Address: 46 Shelby Thames Dr. , 39402.....(500 acres)
PPIN Number(s) (if unknown, can be found on tax receipt): _____

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ Conditional Use (see below)
- ☒ Re-Zoning (see below)
- ☐ Overlay District
- ☒ Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- ☐ Sign
- ☐ Setback (front, side, or rear _____)
- ☐ Off-Site Parking
- ☐ Lot Width
- ☐ Lot Coverage Area
- ☐ Buffer
- ☐ Open Space
- ☐ Other: _____

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ Solar Farm
- ☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: R1-A
Proposed Zoning: Mixed-Use / Multi-Use

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Monica Tisack, USM

☒Applicant ☐Property Owner ☒Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 228-669-3835 601-266-5697 Fax: _____ Email: Monica.Tisack@usm.edu

Mailing Address: 46 Shelby Thames Rd. , Hattiesburg MS 39402

Secondary:

Name: Cameron Nuzzo

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☒Other (please specify): Facility Manager, USM ICP Park

Phone: 504-756-6970 601-266-5885 Fax: _____ Email: Cameron.Nuzzo@usm.edu

Mailing Address: 46 Shelby Thames Dr., Hattiesburg MS 39402

Other(s):

Name: Kelly Lucas, USM VP of Research

☐Applicant ☐Property Owner ☒Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 228-990-0338 601-266-5116 Fax: _____ Email: Kelly.Lucas@usm.edu

Mailing Address: _____

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at 46 Shelby Thames Drive, Hattiesburg MS 39402,
Street Address **City** **State**

on this the _____ day of _____, 20___.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.
Monica Tisack

on this the _____ day of _____, 20____.

Kelly Lucas
Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF ~~Forrest~~ Lamar. JSR

Personally came and appeared before me, the within named

_____,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22nd day of September, 2023.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 347015 TEGI JENKINS-RIMMER Commission Expires Feb. 8, 2027 LAMAR COUNTY

J. Tegi Rimmer
NOTARY PUBLIC

My Commission Expires:

Feb 8, 2027

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

46 Shelby Thames Drivem Hattiesburg, MS 39402,
Street Address **City** **State**

on this the 21st day of September, 20 23.

Monica Tisack
Applicant (print)

Monica Tisack
Applicant (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

_____,

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21 day of September, 20 23.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 188902 DIANE HUX Commission Expires Feb 19, 2024 MARION COUNTY

Diane Hux
NOTARY PUBLIC

My Commission Expires:
February 19, 2024

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): Time: 5:00pm
There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.
Dates and times are subject to change
If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

X Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)

___ Site & Design Review Committee, if needed.

X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)

X Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

X An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document)

___ Variance application only: A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.

___ Other documents needed (per Planning Division):
___ Maps of digital billboard removal sites ___ Maps of digital billboard replacement sites
___ Documentation on measurements ___ Other:_____

___ Payment to the City of Hattiesburg for filing application in the amount of $_____.

You may be responsible for posting a sign (prepared by Planning Division staff) a minimum of fifteen (15) days prior to the hearing date.
You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance No. 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ---------- $175.00 per application and one Variance request; plus $50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming---------- $300.00 per application, plus $100.00 per required street name sign if approved*
(*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)

Street/Alley Closing ---------- $300.00 per application

(Conditional) Use Permit ---------- $200.00 per application

Zoning Change ---------- $400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed-Use District PMU) ---------- $400.00 per application
(*see PUD or PRD zoning package rate) or (**see PUD or PRD & Subdivision of Land package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package ---------- $600.00 per package application

Subdivision of Land (Preliminary Plats) ---------- $225.00 per application, plus $10.00 for each created lot (** see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package** ---------- $500.00 per application, plus $10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ---------- $200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council -------- $50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request ---------- $50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ There was a mistake in the original zoning.

☐ The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning.

☐ Annexation.

Detailed explanation of condition(s) most applicable to your request:

A strategic plan has been developed for highest and best use. This requires the USM property, which is currently all zoned R1-A, to be rezoned for multi-use to create a "Work, Live, Play" Community that will encompass Public Recreational Use of 100acres around Lake Sehoy, Office & R&D areas, a town center Multi-use area, Residential areas, and Light Advanced Manufacturing. Conservation area buffers have been created and incude wetlands.

EASEMENT SURVEY BOUNDARY DESCRIPTIONS:

State of Mississippi

County of Forrest

City of Hattiesburg

EASEMENT E11 – 10 Foot Wide Utility Easement along the North Side of Classic Drive, East of the Proposed North Access Road

A part of the South ½ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of the Southeast ¼ of said Northwest ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run S00°16'14"W along the East Line of said Southeast ¼ of the Northwest ¼ for 664.48 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Intersection having a Grid Value of **N 675,301.25 feet** and **E 820,959.25 feet** on said East Zone Grid;
- thence run N76°05'21"W along said Proposed Northern Right of Way Line for 117.81 feet to a Concrete Monument,
- thence run Southwesterly along an Arc to the Left and said Proposed Northern Right of Way Line for 1,405.57 feet to a Concrete Monument representing its Intersection with the Proposed Eastern Right of Way Line of the Proposed North Access Road, an undeveloped public roadway, and having a Grid Value of **N 675,102.27 feet** and **E 819,498.28 feet** on said East Zone Grid, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of S80°25'08"W and a Chord Distance of 1,365.66 feet,
- thence run N35°01'36"W along said Proposed Eastern Right of Way Line for 10.00 feet to a ½ Inch Rebar,
- thence run Northeasterly along an Arc to the Right and parallel to said Proposed Northern Right of Way Line for 1,414.14 feet to a ½ Inch Rebar, said Arc having a Radius of 1,705.24 feet, a Chord Bearing of N80°24'49"E and a Chord Distance of 1,373.96 feet,

- thence run S76°05’21”E and parallel to said Proposed Northern Right of Way Line for 115.36 feet to a ½ Inch Rebar representing a Point on said East Line of the Southeast ¼ of the Northwest ¼,
- thence run S00°16’14”W along said East Line for 10.29 feet to the **Point of Beginning**,
- comprising **0.35 Acres (15,264 Square Feet)**, more or less.

EASEMENT E12 – 10 Foot Wide Utility Easement along the North Side of Classic Drive, between Beverly Hills Drive and the Proposed North Access Road

A part of the North ½ of the Southeast ¼ and a part of the Southwest ¼ of the Northeast ¼, all in Section 35, and a part of the Southwest ¼ of the Northwest ¼ and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, all in Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 91.11 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed North Right of Way Line of Classic Drive, a public roadway,
- thence run N89°14'10"E along said Proposed North Right of Way Line for 79.03 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway,
- thence continue N89°14'10"E along said Proposed North Right of Way Line for 50.00 feet to a Concrete Monument representing its Intersection with the Proposed Eastern Right of Way Line of said Beverly Hills Drive and the **Point of Beginning**, said Intersection having a Grid Value of **N 674,757.41 feet** and **E 815,766.37 feet** on said East Zone Grid;
- thence run N00°16'43"W along said Proposed Eastern Right of Way Line for 10.00 feet to a ½ Inch Rebar,
- thence run Southeasterly along an Arc to the Right and parallel to said Proposed North Right of Way Line for 335.73 feet to a ½ Inch Rebar, said Arc having a Radius of 2,119.12 feet, a Chord Bearing of S85°30'14"E and a Chord Distance of 335.38 feet,
- thence run S81°01'22"E and parallel to said Proposed North Right of Way Line for 567.36 feet to a ½ Inch Rebar,
- thence run S80°56'11"E and parallel to said Proposed North Right of Way Line for 434.36 feet to a ½ Inch Rebar,

- thence run Northeasterly along an Arc to the Left and parallel to said Proposed North Right of Way Line for 2,437.18 feet to a ½ Inch Rebar representing a Point on the Proposed Western Right of Way Line of the Proposed North Access Road, an undeveloped public roadway, said Arc having a Radius of 3,371.10 feet, a Chord Bearing of N78°19’41”E and a Chord Distance of 2,384.45 feet,
- thence run S34°58’47”E along said Proposed Western Right of Way Line for 10.01 feet to a Concrete Monument representing its Intersection with said Proposed North Right of Way Line and having a Grid Value of **N 675,058.35 feet** and **E 819,430.90 feet** on said East Zone Grid,
- thence run Southwesterly along an Arc to the Right and said Proposed North Right of Way Line for 2,444.87 feet to a Concrete Monument, said Arc having a Radius of 3,381.10 feet, a Chord Bearing of S78°19’27”W and a Chord Distance of 2,391.95 feet,
- thence run N80°56’11”W along said Proposed North Right of Way Line for 434.35 feet to a Concrete Monument,
- thence run N81°01’22”W along said Proposed North Right of Way Line for 567.36 feet to a Concrete Monument,
- thence run Northwesterly along an Arc to the Left and said Proposed North Right of Way Line for 334.11 feet to the **Point of Beginning**, said Arc having a Radius of 2,109.12 feet, a Chord Bearing of N85°30’11”W and a Chord Distance of 333.76 feet,
- comprising **0.87 Acres (37,752 Square Feet)**, more or less.

EASEMENT E13 – 20 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, East of the Proposed North Access Road

A part of the Southeast ¼ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of said Southeast ¼ of the Northwest ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run West for 20.39 feet,
- thence run South for 660.20 feet to a ½ Inch Rebar representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 675,305.53 feet** and **E 820,941.99 feet** on said East Zone Grid;
- thence run N76°05'21"W along said Proposed Northern Right of Way Line for 20.00 feet to a ½ Inch Rebar,
- thence run N13°54'39"E for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 675,329.75 feet** and **E 820,927.39 feet** on said East Zone Grid,
- thence run S76°05'21"E and parallel to said Proposed Northern Right of Way Line for 20.00 feet to a ½ Inch Rebar,
- thence run S13°54'39"W for 20.00 feet to the **Point of Beginning**,
- comprising **0.01 Acres (400 Square Feet)**, more or less.

EASEMENT E14 – 20 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, East of the Proposed North Access Road

A part of the Southeast ¼ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of said Southeast ¼ of the Northwest ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run West for 854.72 feet,
- thence run South for 615.45 feet to a ½ Inch Rebar representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 675,350.27 feet** and **E 820,107.67 feet** on said East Zone Grid;
- thence run Southwesterly along an Arc to the Left and said Proposed Northern Right of Way Line for 20.00 feet to a ½ Inch Rebar, said Arc having a Radius of 1,695.24 feet, a Chord Bearing of S78°42'23"W and a Chord Distance of 20.00 feet,
- thence run N11°17'37"W for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 675,365.97 feet** and **E 820,084.14 feet** on said East Zone Grid,
- thence run N78°42'23"E for 20.00 feet to a ½ Inch Rebar,
- thence run S11°17'37"E for 20.00 feet to the **Point of Beginning**,
- comprising **0.01 Acres (400 Square Feet)**, more or less.

EASEMENT E15 – 20 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, between Beverly Hills Drive and the Proposed North Access Road

A part of the Southwest ¼ of the Northwest ¼, Section 36, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997484 and a convergence angle of (minus) -0°16'20.00" at the Northeast Corner of the Southeast ¼ of said Northwest ¼, Section 36:

- **Commencing** at a Concrete Monument representing said Northeast Corner of the Southeast ¼ of the Northwest ¼, and having a Grid Value of **N 675,965.72 feet** and **E 820,962.39 feet** on said East Zone Grid;
- thence run West for 1,685.89 feet,
- thence run South for 999.65 feet to a ½ Inch Rebar representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 674,966.07 feet** and **E 819,276.50 feet** on said East Zone Grid;
- thence run Southwesterly along an Arc to the Right and said Proposed Northern Right of Way Line for 19.93 feet to a ½ Inch Rebar, said Arc having a Radius of 3,381.10 feet, a Chord Bearing of S60°49'35"W and a Chord Distance of 19.93 feet,
- thence run N29°12'27"W for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 674,973.81 feet** and **E 819,249.34 feet** on said East Zone Grid,
- thence run N60°49'34"E for 20.00 feet to a ½ Inch Rebar,
- thence run S29°00'13"E for 20.00 feet to the **Point of Beginning**,
- comprising **0.01 Acres (399 Square Feet)**, more or less.

EASEMENT E16 – 75 Foot x 20 Foot Drainage Easement along the North Side of Classic Drive, between Beverly Hills Drive and the Proposed North Access Road

A part of the Northeast ¼ of the Southeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of the Southwest ¼ of the Northeast ¼, said Section 35:

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run East for 1,980.11 feet,
- thence run South for 132.28 feet to a ½ Inch Rebar representing a Point on the Proposed Northern Right of Way Line of Classic Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 674,532.30 feet** and **E 817,617.16 feet** on said East Zone Grid;
- thence run N00°07'38"W for 75.00 feet to a ½ Inch Rebar,
- thence run N89°52'22"E for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 674,607.34 feet** and **E 817,637.00 feet** on said East Zone Grid,
- thence run S00°07'38"E for 75.00 feet to a ½ Inch Rebar representing a Point on said Proposed Northern Right of Way Line,
- thence run Westerly along an Arc to the Right and said Proposed Northern Right of Way Line for 20.00 feet to the **Point of Beginning**, said Arc having a Radius of 3,381.10 feet, a Chord Bearing of S89°52'22"W and a Chord Distance of 20.00 feet,
- comprising **0.03 Acres (1,500 Square Feet)**, more or less.

EASEMENT E17 – 20 Foot x 10 Foot Drainage Easement along the East Side of Beverly Hills Drive

A part of the Southwest ¼ of the Northeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run East for 125.56 feet,
- thence run North for 378.24 feet to a ½ Inch Rebar representing a Point on the Proposed Eastern Right of Way Line of Beverly Hills Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 675,042.82 feet** and **E 815,762.61 feet** on said East Zone Grid;
- thence run Northerly along an Arc to the Left and said Proposed Eastern Right of Way Line for 20.00 feet to a ½ Inch Rebar, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of N01°52'52"W and a Chord Distance of 20.00 feet,
- thence run N88°08'30"E for 10.00 feet to a ½ Inch Rebar having a Grid Value of **N 675,063.13 feet** and **E 815,771.95 feet** on said East Zone Grid,
- thence run S01°52'52"E for 20.00 feet to a ½ Inch Rebar,
- thence run S88°08'30"W for 10.00 feet to the **Point of Beginning**,
- comprising **0.005 Acres (200 Square Feet)**, more or less.

EASEMENT E18 – 20 Foot x 10 Foot Drainage Easement along the West Side of Beverly Hills Drive

A part of the Southwest ¼ of the Northeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run East for 75.83 feet,
- thence run North for 376.62 feet to a ½ Inch Rebar representing a Point on the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 675,041.20 feet** and **E 815,712.88 feet** on said East Zone Grid;
- thence run S88°08'30"W for 10.00 feet to a ½ Inch Rebar,
- thence run N01°51'30"W for 20.00 feet to a ½ Inch Rebar having a Grid Value of **N 675,060.87 feet** and **E 815,702.23 feet** on said East Zone Grid,
- thence run N88°08'30"E for 10.00 feet to a ½ Inch Rebar representing a Point on said Proposed Eastern Right of Way Line,
- thence run Southerly along an Arc to the Right and said Proposed Eastern Right of Way Line for 20.00 feet to the **Point of Beginning**, said Arc having a Radius of 6,665.66 feet, a Chord Bearing of S01°51'30"E and a Chord Distance of 20.00 feet,
- comprising **0.005 Acres (200 Square Feet)**, more or less.

EASEMENT E19 – 20 Foot x 10 Foot Drainage Easement along the East Side of Beverly Hills Drive

A part of the Southwest ¼ of the Northeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run East for 82.19 feet,
- thence run North for 960.80 feet to a ½ Inch Rebar representing a Point on the Proposed Eastern Right of Way Line of Beverly Hills Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 675,625.38 feet** and **E 815,719.24 feet** on said East Zone Grid;
- thence run Northerly along an Arc to the Left and said Proposed Eastern Right of Way Line for 20.00 feet to a ½ Inch Rebar, said Arc having a Radius of 6,802.18 feet, a Chord Bearing of N06°48'12"W and a Chord Distance of 20.00 feet,
- thence run N83°11'48"E for 10.00 feet to a ½ Inch Rebar having a Grid Value of **N 675,646.42 feet** and **E 815,726.80 feet** on said East Zone Grid,
- thence run S06°48'12"E for 20.00 feet to a ½ Inch Rebar,
- thence run S83°11'48"W for 10.00 feet to the **Point of Beginning**,
- comprising **0.005 Acres (200 Square Feet)**, more or less.

EASEMENT E20 – 30 Foot x 15 Foot Drainage Easement along the West Side of Beverly Hills Drive

A part of the Southwest ¼ of the Northeast ¼, Section 35, Township 5 North, Range 14 West, lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of said Southwest ¼ of the Northeast ¼, Section 35:

- **Commencing** at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of **N 674,664.58 feet** and **E 815,637.05 feet** on said East Zone Grid;
- thence run East for 30.12 feet,
- thence run North for 976.35 feet to a ½ Inch Rebar representing a Point on the Proposed Western Right of Way Line of Beverly Hills Drive, a public roadway, and the **Point of Beginning**, said Point having a Grid Value of **N 675,640.93 feet** and **E 815,667.17 feet** on said East Zone Grid;
- thence run S82°53'03"W for 15.00 feet to a ½ Inch Rebar,
- thence run N07°04'22"W for 30.00 feet to a ½ Inch Rebar having a Grid Value of **N 675,668.84 feet** and **E 815,648.59 feet** on said East Zone Grid,
- thence run N82°53'03"E for 15.00 feet to a ½ Inch Rebar representing a Point on said Proposed Eastern Right of Way Line,
- thence run Southerly along an Arc to the Right and said Proposed Eastern Right of Way Line for 30.00 feet to the **Point of Beginning**, said Arc having a Radius of 6,665.66 feet, a Chord Bearing of S07°04'23"E and a Chord Distance of 30.00 feet,
- comprising **0.01 Acres (450 Square Feet)**, more or less.

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE CITY OF HATTIESBURG, MISSISSIPPI AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR CERTAIN PROPERTY LOCATED ON CLASSIC DRIVE (PARCELS: 2-025J-36-003.00, 2-025J-36-002.00, AND 2-025N-35-001.00; PPINS: 9557, 33306, AND 9509, FORREST CO., WARD 1) FROM SECTION 4.5.3 R-1A (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.19.1, PMU-PD (PLANNED MIXED-USE) DISTRICT. THE PLANNED MIXED-USE DISTRICT IS KNOWN AS "INNOVATION AND COMMERCIALIZATION PARK"

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

SECTION 2. As part of the approval for a rezoning request to a PMU-PD, a site plan is required and is attached to this document as Exhibit 1. The site plan shall, once approved, be binding on the property.

SECTION 3. The following conditions recommended by the Planning Commission on December 6th, 2023, and approved by the City Council on December 19th, 2023 shall apply to the Planned Mixed-Use development of the "USM Innovation and Commercialization Park" and be binding as part of the request to establish a PMU-PD

district:

1. All subsequent site plans and changes of uses shall be treated as a plan amendment in this PMU District and must have a recommendation by the Planning Commission and be approved by the City Council following the same procedures and requirements for rezoning.

SECTION 4: LEGAL DESCRIPTION OF PROPERTY

Northern Half of Property
OVERALL PARCEL – North of the Proposed South Right of Way Line of Classic Drive
All of the South ½ of the Northeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and all of the Northwest ¼ of the Northwest ¼, all of the West ½ of the Northeast ¼ of the Northwest ¼, a part of the South ½ of the Northwest ¼, and a part of the Northwest ¼ of the Southwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997471 and a convergence angle of (minus) -0°16'51.82" at the Southwest Corner of the Southwest ¼ of said Northeast ¼, Section 35: Beginning at a 2 Inch Round Iron Pin representing said Southwest Corner of the Southwest ¼ of the Northeast ¼, and having a Grid Value of N 674,664.58 feet and E 815,637.05 feet on said East Zone Grid; thence run N00°11'41"E along the West Line of said Southwest ¼ of the Northeast ¼ for 1,320.78 feet to a Mag Nail in Pavement representing the Northwest Corner of said Southwest ¼ of the Northeast ¼, thence run N89°58'14"E along the North Line of said South ½ of the Northeast ¼ for 2,643.03 feet to a Concrete Monument representing the Northeast Corner of the Southeast ¼ of the Northeast ¼, Section 35, and the Southwest Corner of said Northwest ¼ of the Northwest ¼, Section 36,thence run N00°25'00"W along the West Line of said Northwest ¼ of the Northwest ¼ for 1,317.27 feet to a Concrete Monument representing the Northwest Corner of said Northwest ¼ of the Northwest ¼, thence run S89°13'26"E along the North Line of said Northwest ¼ of the Northwest ¼ for 1,331.78 feet to a Concrete Monument representing the Northeast Corner of said Northwest ¼ of the Northwest ¼, and the Northwest Corner of said Northeast ¼ of the Northwest ¼, thence run S89°54'48"E along the North Line of said Northeast ¼ of the Northwest ¼ for 665.44 feet to a ½ Inch Rebar representing the Northeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼, thence run S01°15'31"E along the East Line of said West ½ of the Northeast ¼ of the Northwest ¼ for 1,326.79 feet to a ½ Inch Rebar representing the Southeast Corner of said West ½ of the Northeast ¼ of the Northwest ¼, and a Point on the North Line of the Southeast ¼ of said Northwest ¼, thence run N89°22'05"E along the North Line of said Southeast ¼ of the Northwest ¼ for 661.21 feet to a Concrete Monument representing the Northeast Corner of said Southeast ¼ of the Northwest ¼ and having a Grid Value of N 675,965.72 feet and E 820,962.39 feet on said East Zone Grid; thence run S00°16'14"W along the East Line of said Southeast ¼ of the Northwest ¼ for 798.86 feet to a 5/8 Inch Rebar

representing its Intersection with the Proposed Southern Right of Way Line of Classic Drive, a public roadway, thence run Westerly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to a 5/8 Inch Rebar representing a Point on the West Line of said Northwest ¼ of the Southeast ¼, Section 35: thence run N80°48'57"W for 529.67 feet to a 5/8 Inch Rebar, thence run Southwesterly along an Arc to the Left for 909.97 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of S73°31'37"W and a Chord Distance of 897.16 feet, thence run S56°50'16"W for 3.58 feet to a 5/8 Inch Rebar, thence run S57°00'49"W for 79.86 feet to a 5/8 Inch Rebar, thence run S58°29'05"W for 331.35 feet to a 5/8 Inch Rebar, thence run S67°14'28"W for 245.74 feet to a 5/8 Inch Rebar, thence run Westerly along an Arc to the Right for 1,968.42 feet to a 5/8 Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of S82°57'50"W and a Chord Distance of 1,942.77 feet, thence run N80°58'59"W for 1,001.75 feet to a 5/8 Inch Rebar, thence run Northwesterly along an Arc to the Left for 298.28 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of N85°22'17"W and a Chord Distance of 297.99 feet, thence run N75°56'58"W for 82.83 feet to a Concrete Monument, thence run S89°12'16"W for 64.38 feet to a 5/8 Inch Rebar representing a Point on the West Line of said Northwest ¼ of the Southeast ¼, Section 35, thence run N00°07'54"W along said West Line of the Northwest ¼ of the Southeast ¼ for 19.00 feet to the Point of Beginning, comprising 214.64 Acres, more or less.

And

Southern Half of Property

OVERALL PARCEL – South of Proposed South Right of Way Line of Classic Drive
All of the South ½ of the Southeast ¼, and a part of the North ½ of the Southeast ¼, all in Section 35, Township 5 North, Range 14 West, and all of the Southwest ¼ of the Southwest ¼, all of the Northeast ¼ of the Southwest ¼, a part of the Northwest ¼ of the Southwest ¼ and a part of the South ½ of the Northwest ¼, all in Section 36, Township 5 North, Range 14 West, all lying in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997589 and a convergence angle of (minus) - 0°16'51.59" at the Southwest Corner of the Southwest ¼ of said Southeast ¼, Section 35:
Beginning at a Concrete Monument representing said Southwest Corner of the Southwest ¼ of the Southeast ¼, and having a Grid Value of N 672,027.09 feet and E 815,627.53 feet on said East Zone Grid; thence run N00°14'12"E along the West Line of said Southwest ¼ of the Southeast ¼ for 361.81 feet to a ¾ Inch Round Iron Pin representing the Southeast Corner of The Woodlands, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of said County, thence run N00°13'05"E along said West Line for 461.40 feet to a Concrete Monument representing the Northeast Corner of said Woodlands subdivision, thence run N00°06'59"E along said West Line for 495.22 feet to a Concrete Monument representing the Northwest Corner of said Southwest ¼ of the Southeast ¼ and the Southwest Corner of the

Northwest ¼ of said Southeast ¼, Section 35, thence run N00°20’23”E along the West Line of said Northwest ¼ of the Southeast ¼ for 164.54 feet to a ½ Inch Rebar, thence run N00°29’02”E along said West Line for 645.65 feet to a ½ Inch Rebar, thence run N00°07’54”W along said West Line for 489.92 feet to a 5/8 Inch Rebar representing its Intersection with the Proposed South Right of Way Line of Classic Drive, a public roadway, said Intersection having a Grid Value of N 674,645.59 feet and E 815,637.09 feet on said East Zone Grid, said Intersection also being 19.00 feet from a 2 Inch Round Iron Pin representing the Northwest Corner of said Northwest ¼ of the Southeast ¼ as measured S00°07’54”E along said West Line, thence run Easterly along said Proposed South Right of Way Line of Classic Drive for the next 11 calls to its Intersection with the East Line of the Southeast ¼ of the Northwest ¼, said Section 36: thence run N89°12’16”E for 64.38 feet to a Concrete Monument, thence run S75°56’58”E for 82.83 feet to a 5/8 Inch Rebar having a Grid Value of N 674,626.37 feet and E 815,781.82 feet on said East Zone Grid, thence run Southeasterly along an Arc to the Right for 298.28 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,947.20 feet, a Chord Bearing of S85°22’17”E and a Chord Distance of 297.99 feet, thence run S80°58’59”E for 1,001.75 feet to a 5/8 Inch Rebar, thence run Easterly along an Arc to the Left for 1,968.43 feet to a 5/8 Inch Rebar, said Arc having a Radius of 3,512.75 feet, a Chord Bearing of N82°57’50”E and a Chord Distance of 1,942.77 feet, thence run N67°14’28”E for 245.74 feet to a 5/8 Inch Rebar, thence run N58°29’05”E for 331.35 feet to a 5/8 Inch Rebar having a Grid Value of N 674,951.57 feet and E 819,505.42 feet on said East Zone Grid, thence run N57°00’49”E for 79.86 feet to a 5/8 Inch Rebar, thence run N56°50’16”E for 3.58 feet to a 5/8 Inch Rebar, thence run Northeasterly along an Arc to the Right for 909.97 feet to a 5/8 Inch Rebar, said Arc having a Radius of 1,562.02 feet, a Chord Bearing of N73°31’37”E and a Chord Distance of 897.16 feet, thence run S80°48’57”E for 529.67 feet to a 5/8 Inch Rebar representing said Intersection of said Proposed South Right of Way Line and said East Line of the Southeast ¼ of the Northwest ¼, said Point having a Grid Value of N 675,166.87 feet and E 820,958.61 feet on said East Zone Grid, thence run S00°16’14”W along said East Line of the Southeast ¼ of the Northwest ¼ and the East Line of said Northeast ¼ of the Southwest ¼, Section 36 for 1,857.33 feet to a Concrete Monument representing the Southeast Corner of said Northeast ¼ of the Southwest ¼ and having a Grid Value of N 673,309.57 feet and E 820,949.84 feet on said East Zone Grid, thence run N89°55’33”W along the South Line of said Northeast ¼ of the Southwest ¼, for 1,331.15 feet to a Concrete Monument representing the Southwest Corner of said Northeast ¼ of the Southwest ¼ and the Northeast Corner of said Southwest ¼ of the Southwest ¼, Section 36, thence run S00°56’14”E along the East Line of said Southwest ¼ of the Southwest ¼ for 329.49 feet to a ½ Inch Rebar, thence run S01°00’47”E along said East Line for 45.08 feet to a ¾ Inch Round Iron Pin, thence run S00°08’15”E along said East Line for 947.93 feet to a ¾ Inch Round Iron Pin representing the Southeast Corner of said Southwest ¼ of the Southwest ¼ and having a Grid Value of N 671,988.84 feet and E 819,627.16 feet on said East Zone Grid, thence run N89°28’53”W along the South Line of said Southwest ¼ of the Southwest ¼ for 1,348.84 feet to a Concrete Monument representing the Southwest Corner of said Section 36 and the Southeast Corner of said Section 35 and the Northeast Corner of The Preserve, a subdivision, as per map or plat thereof on file in the Office of the Chancery Clerk of Lamar County, Mississippi, thence run

N89°47’32”W along the South Line of the Southeast ¼ of said Southeast ¼, Section 35 for 1,320.98 feet to a Concrete Monument representing the Southwest Corner of said Southeast ¼ of the Southeast ¼ and the Southeast Corner of said Southwest ¼ of the Southeast ¼, Section 35, thence run N89°05’03”W along the South Line of said Southwest ¼ of the Southeast ¼ for 1,330.03 feet to the Point of Beginning, comprising 291.55 Acres, more or less.

SECTION 4. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 5. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by 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 foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2023.

(S E A L)

ATTEST: ADOPTED:

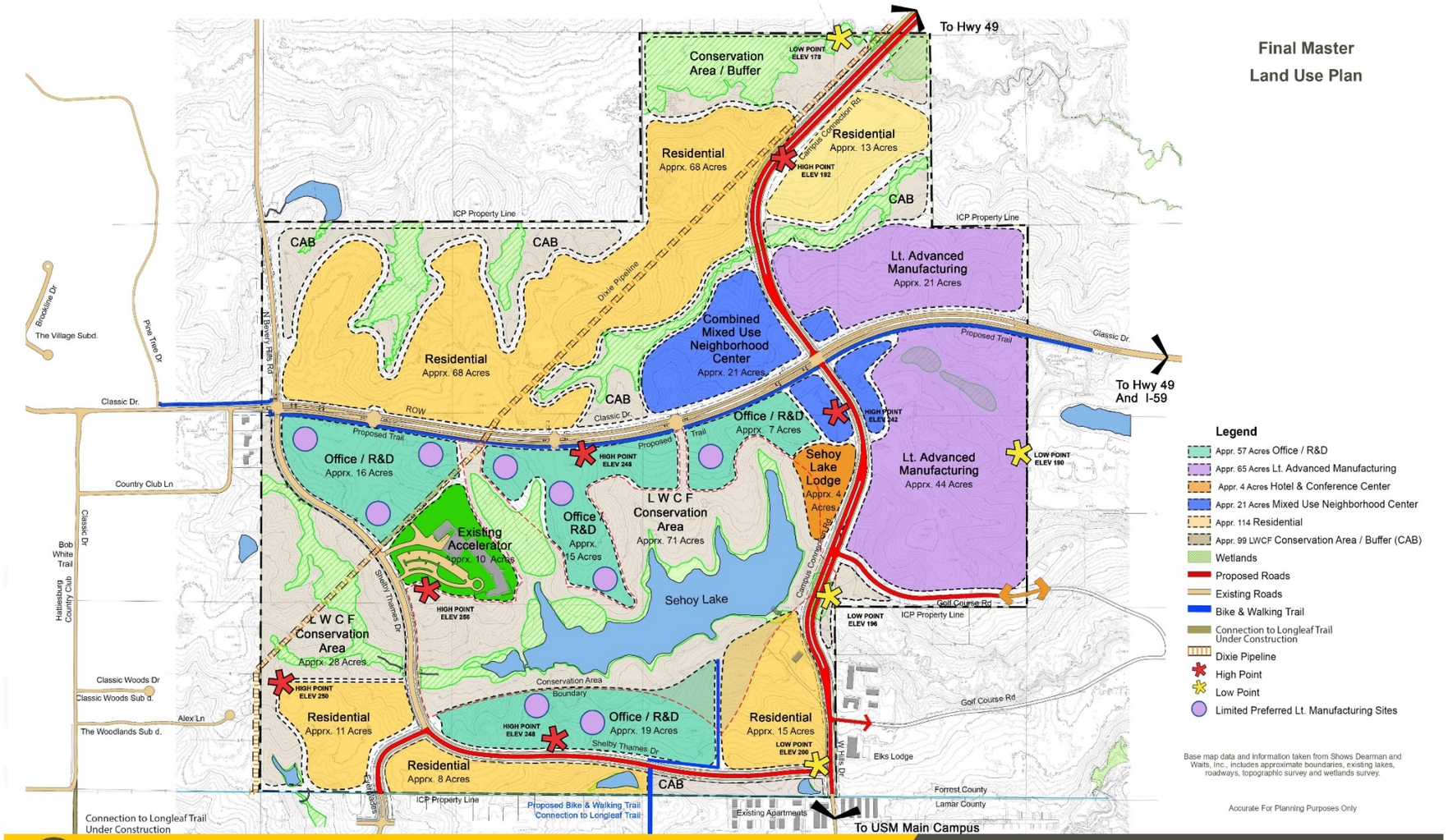
_____ _____
CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2023.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

EXHIBIT 1: Site Plan Approved as part of the zoning request to PMU-PD. The site plan presented below is binding to the property, as per the requirements of approval from the Land Development Code, Ord. No. 3209, as amended, of the City of Hattiesburg.



Final Master Land Use Plan

Legend

- Appr. 57 Acres Office / R&D
- Appr. 65 Acres Lt. Advanced Manufacturing
- Appr. 4 Acres Hotel & Conference Center
- Appr. 21 Acres Mixed Use Neighborhood Center
- Appr. 114 Residential
- Appr. 99 LWCF Conservation Area / Buffer (CAB)
- Wetlands
- Proposed Roads
- Existing Roads
- Bike & Walking Trail
- Connection to Longleaf Trail Under Construction
- Dixie Pipeline
- High Point
- Low Point
- Limited Preferred Lt. Manufacturing Sites

Base map data and information taken from Shows Dearman and Waits, Inc., includes approximate boundaries, existing lakes, roadways, topographic survey and wetlands survey.

Accurate For Planning Purposes Only

INNOVATION AND COMMERCIALIZATION PARK

The University of Southern Mississippi and The Area Development Partnership

Final Master Land Use Plan

MASTER PLAN

22 January 2021

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

THE ACCELERATOR

DALE PARTNERS

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

December 6th, 2023

The Hattiesburg Planning Commission met in regular session on December 6th, at 1:00 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Amy Hinton, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Roll Call:

Members Present:

1. Amy Hinton, Chair
2. Rebekah Ray
3. Rhoda Pickett, Vice Chair
4. Elayne Lockett
5. Dick Conville
6. Michael Pruitt
7. Lee Anne Venable
8. Jeff Keyseear (Online)

Members Absent:

1. Carlos Wilson
2. Charles Dawe
3. Michael Dickerson

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. Jim Gladden, Esq.
4. Kevin Bates, Building Official
5. Wiley Quinn, Director of Urban Development
6. Andrea Garcia, Planner I

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:03 p.m.

AGENDA REVIEW

There came the matter of the December 2023 Agenda. Staff noted that item D in the Agenda was postponed until January 2024. Commissioner Ray made a motion to accept the amended agenda, seconded by Commissioner Lockett. All members present were in favor.

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Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

MINUTES REVIEW

For November 6th, 2023 Minutes, Commissioner Lockett made a motion to approve and Commissioner Ray seconded this motion.

Motion:

Made by Commissioner Lockett

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for November 2023.

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PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner. Mr. Satcher stated that the previous case presented during the Special Called Meeting (November 15th) regarding a use determination had been appealed by the applicant. The applicant was appealing the decision of the Planning Commission to uphold the use determination by the director of urban development. The appeal public hearing would be presented to the City Council on January 2nd, 2024. The Commissioners were also informed that a Special Called Meeting is scheduled for December 20th, 2023 to address two cases.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

No new items were presented during the Public Hearing

OTHER BUSINESS

Item A:

Tabled Item from October 11th, 2023 Special Called Meeting: A petition has been filed by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to adopt an amendment to the "Comprehensive Plan 2008-2028" and Comprehensive Zoning Ordinance No. 2330, as amended, and to amend the text of the Hattiesburg Form-Based Code, Ordinance 3325, of the City of Hattiesburg, Mississippi for the creation of a development master plan for the East Hardy, Hall Avenue, and Edwards Street corridors. The purpose of the plan is to establish the area and further define, amend, and add regulations for the "Bridging Divides, Building Opportunities: A Community-Driven Blueprint for East Hardy & Hall Avenue" development master plan. The master plan will include recommendations for zoning changes in these areas to the Planning Commission and City Council to consider for rezoning.

Discussion and Vote:

Nathan Satcher, Senior Planner, stated that additional community meetings had not yet been made for this case. He noted that The City would need additional time to coordinate those meetings before having anything additional to present. No additional information about this case was presented for the current meeting. Commissioner Conville made a motion to allow for public

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comments on the item for 20 minutes. Commissioners further clarified the procedure in that they would limit each speaker to 3 minutes and allow for a total of 20 minutes for the public comment period. Commissioner Pruitt seconded this motion. Chair Hinton opened the public hearing portion of the meeting.

Motion:

Made by Commissioner Conville (to open up public comments for 20 minutes)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair		X	
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)		X	

Commissioners then opened up for public comments and staff collected the public comment cards. 13 cards were collected from the public to speak and staff drew the cards at random to speak, limiting each speaker to three minutes. Only seven cards were drawn during the allowed time period (the first seven opponents listed below spoke during the public hearing portion). A number of questions were raised by the citizens in opposition to this project, most of which were related to the lack of community input and changes in zoning. Public hearing portion of the meeting was closed by Chair Hinton. A discussion was held between the Commissioners and Staff. As a result, the item was not removed from the table.

Proponents:

1. None

Opponents:

1. Ray A. Payton
2. Janette Furry
3. Allena Royal
4. Lillie Dwait
5. Donnetta McAdoo
6. George Lee
7. Margaret Markwalder
8. Ardesia Eaton

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9. Sue Williamson
10. Mitchell Conley
11. Paston Milton Gavin
12. Tanya Keys
13. Larry McAdoo

Item B:

Tabled from November 1st Planning Commission: Monica Tisack with the University of Southern Mississippi, representative, Cameron Nuzzo, Facility Manager of the USM ICP Park, and Kelly Lucas, representative request approval for a rezoning request from R-1A (Single-Family Residential) to a Planned Mixed-Used Development (PMU-PD) for property located around the USM Innovation and Commercialization Park located at 46 Shelby Thames Drive. The proposed area for the planned mixed-use development is approximately 500 acres that borders Classic Drive on the north and south in Forrest County, Ward 1. The Planned Mixed-Use Development will be known as "The Garden". (PPINs: 9508, 9509, 9557, and 33306).

Discussion and Vote:

The planning staff re-introduced the case. Commissioner Conville made a motion to remove this item from the table and Commissioner Lockett seconded this motion.

Motion:

Made by Commissioner Conville to remove from the table

Second:

Made by Commissioner Pruitt

Vote (To remove from the table):

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

Chair Hinton then opened the public portion of the meeting. Monica Tisack, the applicant, provided information to the Commissioners regarding public outreach in this area. Questions were raised by the Commissioners regarding certain features located in the master plan. During the public hearing portion of the meeting, Mr. Robert Gwaltrey (a member of the public)

DRAFT

expressed concerns regarding the ownership of the properties and their potential use. Mr. Chris Leonard expressed his support for this case. Chair Hinton closed the public hearing portion of the meeting. Commissioner Conville made a motion to approve under the following conditions:

1. All subsequent site plans and changes of uses shall be treated as a plan amendment in this PMU District and must have a recommendation by the Planning Commission and be approved by the City Council following the same procedures and requirements for rezoning.

This motion was seconded by Commissioner Pruitt.

Presented by:
Monica Tisack
Proponents:
1. Chris Leonard

Opponents:
1. None

Other (neither for or against):
1. Robert Gwaltney

Motion:
Made by Commissioner Conville to approve zoning change

Second:
Made by Commissioner Pruitt

Vote (Rezoning approval):

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett		X	
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

Item C:

Tabled from November 1st, 2023 Planning Commission Meeting: The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 1, 5, 7, 9, 10, 11, 12, and 13. More specifically for the purpose of amending language as it related to the intent and purpose of the code, allowable land uses and conditions for use,

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standards of design, environmental regulations, sign regulations, administrative and enforcement regulations, subdivision regulations, and definitions. This is an abbreviated summary of the topics addressed in the proposed amendment, and interested parties are encouraged to contact City Hall to review the proposed amendment in its entirety.

Discussion and Vote:

The planning staff introduced the case. Mr. Cory Long, Planning Manager, came to speak on behalf of this proposal. No discussion was held between the Commissioners and Staff. Vice Chair, Pickett, made a motion to remove the item from the table and Commissioner Ray seconded the motion. A motion was made by Commissioner Ray to approve the case and Vice Chair, Pickett, seconded the motion.

Presented by:

Cory Long

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Pickett to remove from the table

Second:

Made by Commissioner Ray

Vote (To remove from the table):

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

A motion was made by Commissioner Ray to approve the amendments and Vice Chair, Pickett, seconded the motion.

Motion:

Made by Commissioner Ray to approve the amendments

DRAFT

Second:

Made by Vice Chair Pickett

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)			ABSENT

Item D:

Remanded Item from City Council and Postponed until January 2024 Planning Commission: Dennis Pierce, owner, request approval for a preliminary plat for a major subdivision as an extension of The Cottages of Turtle Creek, located on Methodist Boulevard in Lamar County. The extension will be known as "Cottages at Turtle Creek: Phase IV", located in Lamar County, Ward 3. (PPIN 7898, 7899, and 13368; Parcel No.: 051L-11-001.000, 051K-12-006.000, and 051L-11-040.000).

No action was taken on this case, as staff indicated the applicant requested it to be postponed until the January 3rd Planning Commission Meeting.

Other Discussion:

Cory Long noted that the administration requested a special called Planning Commission meeting on Wednesday December 13th, 2023 to address Item A, the Bridging Divides, Building Opportunities Master Plan. He noted staff would conduct public outreach before that date. Commissioners discussed with staff and made a motion to remove the item from the table in order to address it and move it forward to City Council. Commissioner Pruitt made a motion to remove the item from the table, seconded by Commissioner Ray.

Motion:

Commissioner Pruitt to remove from the table

Second:

Commissioner Ray

Vote (To remove from the table):

DRAFT

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett		X	
Dick Conville		X	
Mike Pruitt	X		
Lee Anne Venable		X	
Jeff Keyseear (Online)	X		

Item A (Removed from table):

Tabled Item from October 11th, 2023 Special Called Meeting: A petition has been filed by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to adopt an amendment to the "Comprehensive Plan 2008-2028" and Comprehensive Zoning Ordinance No. 2330, as amended, and to amend the text of the Hattiesburg Form-Based Code, Ordinance 3325, of the City of Hattiesburg, Mississippi for the creation of a development master plan for the East Hardy, Hall Avenue, and Edwards Street corridors. The purpose of the plan is to establish the area and further define, amend, and add regulations for the "Bridging Divides, Building Opportunities: A Community-Driven Blueprint for East Hardy & Hall Avenue" development master plan. The master plan will include recommendations for zoning changes in these areas to the Planning Commission and City Council to consider for rezoning.

Discussion and Vote:

Chair Hinton stated that no member of the public was in favor of the proposal. Pruitt made a motion to deny the proposal, Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to deny this proposal

Second:

Made by Commissioner Venable

Vote (To deny this proposal):

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

DRAFT

A motion was then made by Commissioner Pruitt to adjourn, seconded by Commissioner Pickett.

Motion:

Made by Commissioner Pruitt

Second:

Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

Adjournment:

The meeting was adjourned at 3:33

_____

Amy Hinton, Vice Chair

_____

Cory Long, AICP, Planning Division Manager

DRAFT

Memorandum

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

From: **Cory Long, Planning Administrator, Nathan Satcher, Planner II**

cc: **Ann Jones**

Date: **Tuesday, December 19, 2023**

Re: **Adopt an Ordinance amending the Land Development Code, Ord. No. 3209 requested by the City of Hattiesburg. The amendments are to Section 5 Use Regulations, Section 13 Definitions, and Section 14 Appendix.**
File Number: 2023-760
Minute Book #

Summary
Approve amendments to the Land Development Code, Ord. No. 3209 requested by the City of Hattiesburg. The amendments are to Section 5 Use Regulations, Section 13 Definitions, and Section 14 Appendix. Planning Commission recommended approving the amendments on December 6th, 2023.

Recommendation Statement
The Planning Commission voted to approve

Please place this on the December 19, 2023 City Council meeting for consideration.

URBAN DEVELOPMENT

PLANNING DIVISION

MEMORANDUM

TO: TO ALL IT MAY CONCERN
FROM: CORY LONG, AICP, PLANNING DIVISION MANAGER
DATE: DECEMBER 6TH, 2023
SUBJECT: LAND DEVELOPMENT CODE AMENDMENTS FOR PARKING

Planning Commissioners and all others it may concern, the November 1st Planning Commission agenda will include a proposal for various amendments to Section 5 Use Regulations and Section 13 Definitions. These changes proposed by City Staff and Administration are for the clarification and definition of commercial parking lots. This document serves as an explanation of the amendments.

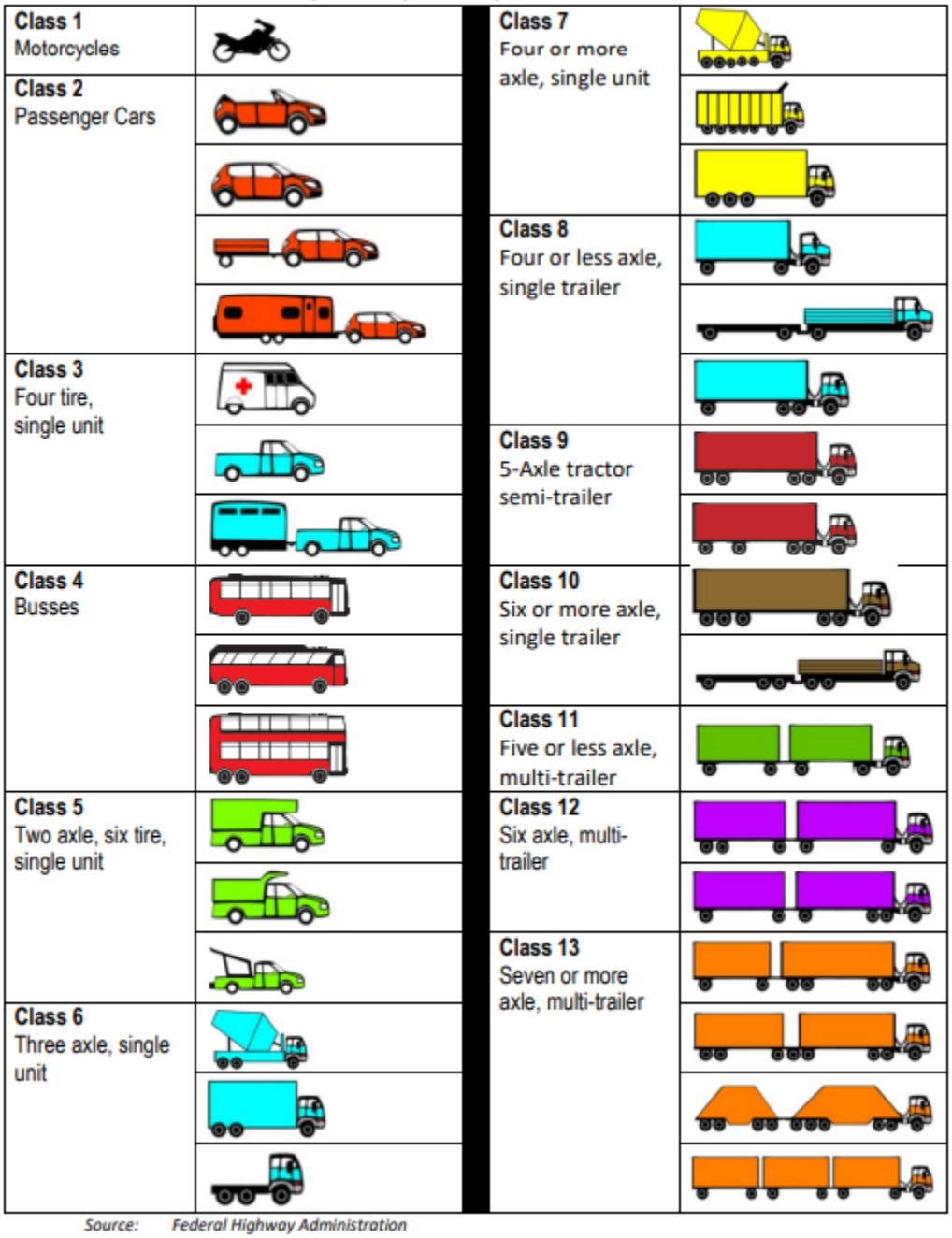
Code Section	Change proposed	Reasoning
Table 5.1	Amend name of "Parking, surface" to "Parking, Passenger Vehicles"	Clarification for types of parking lots
Table 5.1	Amend to show "Parking, Passenger Vehicles" as a conditional use in B-4 Downtown Zone districts.	Remove by-right development of parking lots in downtown areas
Table 5.1	Amend to show "Parking Lot Commercial Vehicles" as a Permitted with Conditions use in I-1 Light Industrial, I-2 Heavy Industrial Zone districts and as a Conditional Use in B-5 Regional Business.	Add new use
Add Section 5.4.45	Add Section for Conditions related to Parking, Commercial Vehicles titled "Parking, Commercial Vehicles."	Add new use
Add Section 5.4.45.1	Add to read "Commercial Parking surfaces may allow dustless gravel or other materials as approved by the Engineering Department maintained so as to be free of overgrowth. "	Add new conditions

Section 5.4.45.2	Add to read “The hard surface paving requirement for the parking area only of section 7.12.8.3 shall not apply for this use. Driveways shall be hard surface as approved by the Engineering Department. All other requirements of section 7.12.8.3 shall apply”	Add new conditions
Section 13.2 Definitions	Add text to read: “Passenger Vehicles - Any vehicle categorized as a Class 1 - 5 from the United States Department of Transportation Federal Highway Administration Traffic Monitoring Guide Appendix A Vehicle Types (2022 Edition). See Appendix A.3 of this Code for a Graphic Illustration of vehicle types.”	Add definition
Section 13.2 Definitions	Add text to read: “Commercial Vehicles - Any vehicle categorized as a Class 6 - 13 from the United States Department of Transportation Federal Highway Administration Traffic Monitoring Guide Appendix A Vehicle Types (2022 Edition). See Appendix A of this Code for a Graphic Illustration of vehicle types.”	Add definition
Section 14 A.3 Appendix	Add Appendix A from the United States Department of Transportation Federal Highway Administration Traffic Monitoring Guide Appendix A Vehicle Types (2022 Edition).	Add appendix section for reference

Appendix A.3

The following illustration is a graphic representation of the different types of vehicles classified by the U.S. Department of Transportation Federal Highway Administration Traffic Monitoring Guide Appendix A 2022 Edition. Specific vehicle definitions can be found in that document. This graphic is used as a guide in one or more sections of the Land Development Code.

FIGURE A-1 FHWA 13 VEHICLE CATEGORY CLASSIFICATION



Source: Federal Highway Administration

Summary of Changes for Clarification of Parking Lots:

Parking Lot Changes

1. Use chart
    a. Adjust name of “Parking, surface” to “Parking, Passenger Vehicles”
    b. Adjust to allow as a conditional use in B-4
    c. Create a use for Parking Lot Commercial Vehicles to be allowed with conditions in I-1, I-2 zones. And as conditional use in B-5 zone.
    d. Other Conditions – Parking, Commercial Vehicles – Commercial Parking surfaces may allow dustless gravel or other materials as approved by the Engineering Department maintained so as to be free of overgrowth.
        i. The hard surface paving requirement for the parking area only of section 7.12.8.3 shall not apply for this use. Driveways shall be hard surface as approved by the Engineering Department. All other requirements of section 7.12.8.3 shall apply
2. Definitions
    a. Passenger Vehicles - Any vehicle categorized as a Class 1 - 5 from the United States Department of Transportation Federal Highway Administration Traffic Monitoring Guide Appendix A Vehicle Types (2022 Edition). See Appendix A of this Code for a Graphic Illustration of vehicle types.
    b. Commercial Vehicles - Any vehicle categorized as a Class 6 - 13 from the United States Department of Transportation Federal Highway Administration Traffic Monitoring Guide Appendix A Vehicle Types (2022 Edition). See Appendix A of this Code for a Graphic Illustration of vehicle types.

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE, ORDINANCE NUMBER 3209, AS AMENDED, SECTION 5 USE REGULATIONS AND CONDITIONS, SECTION 13 DEFINITIONS, AND SECTION 14 APENDIX FOR THE CITY OF HATTIESBURG, MISSISSIPPI.

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

SECTION 1. That the Land Development Code, Ordinance Number 3209, as amended, of the City of Hattiesburg, Mississippi, be further amended as follows:

Code Section	**Amendment**
Table 5.1	Amend the name of "Parking, surface" to "Parking, Passenger Vehicles"
Table 5.1	Amend to show "Parking, Passenger Vehicles" as a conditional use in B-4 Downtown Zone districts.
Table 5.1	Amend to show "Parking Lot Commercial Vehicles" as a Permitted with Conditions use in I-1 Light Industrial, I-2 Heavy Industrial Zone districts and as a Conditional Use in B-5 Regional Business.
Add Section 5.4.45	Add Section for Conditions related to Parking, Commercial Vehicles titled "Parking, Commercial Vehicles."
Add Section 5.4.45.1	Add to read "Commercial Parking surfaces may allow dustless gravel or other materials as approved by the Engineering Department maintained so as to be free of overgrowth. "
Add Section 5.4.45.2	Add to read "The hard surface paving requirement for the parking area only of section 7.12.8.3 shall not apply for this use. Driveways shall be hard surface as approved by the Engineering Department. All other requirements of section 7.12.8.3 shall apply"
Section 13.2 Definitions	Add text to read: "Passenger Vehicles - Any vehicle categorized as a Class 1 - 5 from the United States Department of Transportation Federal Highway Administration Traffic Monitoring Guide Appendix A Vehicle Types (2022 Edition). See Appendix A.3 of this Code for a Graphic Illustration of vehicle types."
Section 13.2 Definitions	Add text to read: "Commercial Vehicles - Any vehicle categorized as a Class 6 - 13 from the United States Department of Transportation

	Federal Highway Administration Traffic Monitoring Guide Appendix A Vehicle Types (2022 Edition). See Appendix A of this Code for a Graphic Illustration of vehicle types.”
Add Section 14.A.3 Appendix	Add Appendix A.3 from the United States Department of Transportation Federal Highway Administration Traffic Monitoring Guide Appendix A Vehicle Types (2022 Edition, attached as appendix A.3 to this ordinance).

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 3209, adopted February 21, 2017, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following vote to-wit:

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____day of _____ A.D., 2023.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____day of _____ A.D., 2023.

ATTEST: APPROVED:

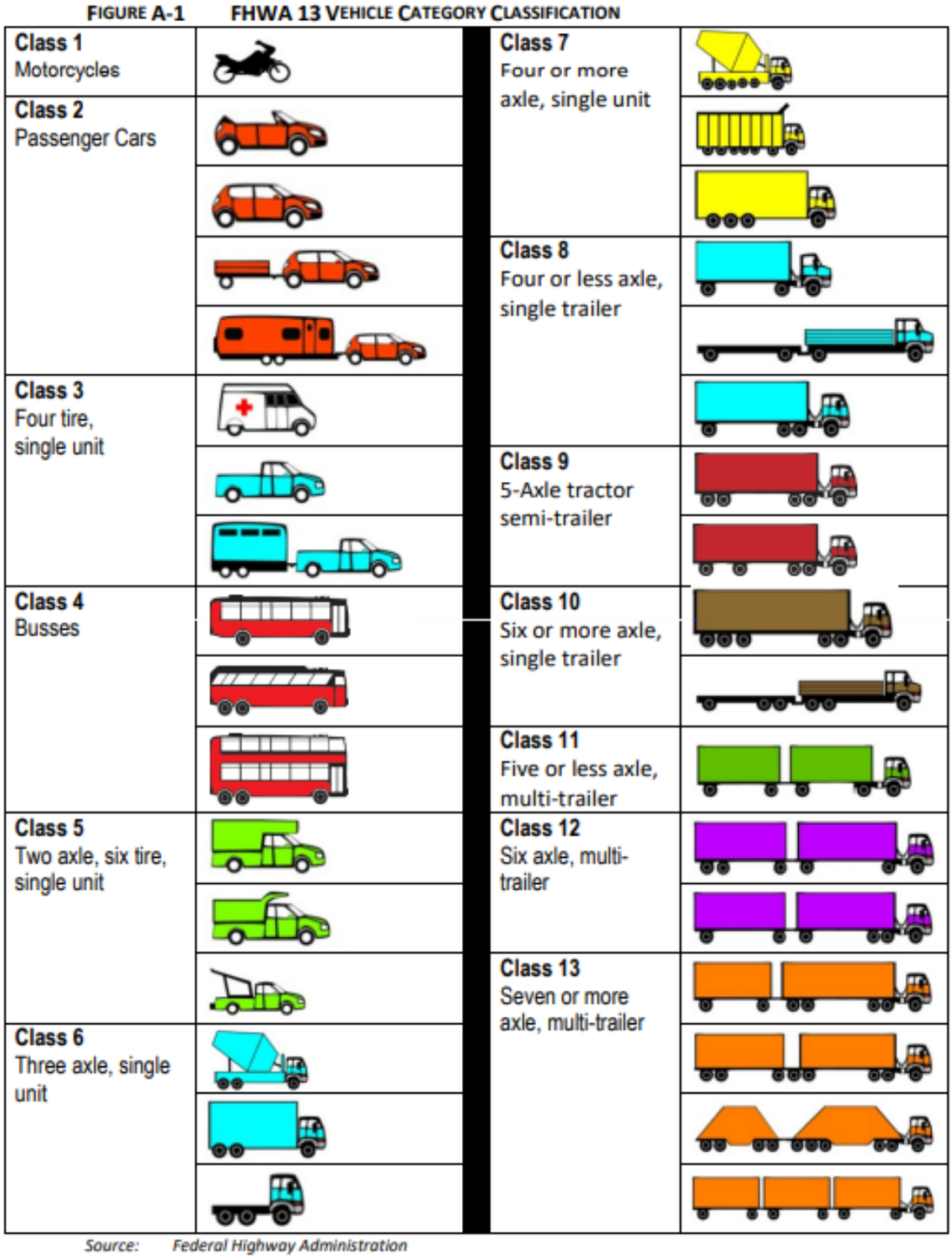
_____ _____

CITY CLERK MAYOR

Appendix A.3

The following illustration is a graphic representation of the different types of vehicles classified by the U.S. Department of Transportation Federal Highway Administration Traffic Monitoring Guide Appendix A 2022 Edition. Specific vehicle definitions can be found in that document. This graphic is used as a guide in one or more sections of the Land Development Code.

FIGURE A-1 FHWA 13 VEHICLE CATEGORY CLASSIFICATION



Source: Federal Highway Administration

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

December 6th, 2023

The Hattiesburg Planning Commission met in regular session on December 6th, at 1:00 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Amy Hinton, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Roll Call:

Members Present:

1. Amy Hinton, Chair
2. Rebekah Ray
3. Rhoda Pickett, Vice Chair
4. Elayne Lockett
5. Dick Conville
6. Michael Pruitt
7. Lee Anne Venable
8. Jeff Keyseear (Online)

Members Absent:

1. Carlos Wilson
2. Charles Dawe
3. Michael Dickerson

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. Jim Gladden, Esq.
4. Kevin Bates, Building Official
5. Wiley Quinn, Director of Urban Development
6. Andrea Garcia, Planner I

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:03 p.m.

AGENDA REVIEW

There came the matter of the December 2023 Agenda. Staff noted that item D in the Agenda was postponed until January 2024. Commissioner Ray made a motion to accept the amended agenda, seconded by Commissioner Lockett. All members present were in favor.

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Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

MINUTES REVIEW

For November 6th, 2023 Minutes, Commissioner Lockett made a motion to approve and Commissioner Ray seconded this motion.

Motion:

Made by Commissioner Lockett

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for November 2023.

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PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner. Mr. Satcher stated that the previous case presented during the Special Called Meeting (November 15th) regarding a use determination had been appealed by the applicant. The applicant was appealing the decision of the Planning Commission to uphold the use determination by the director of urban development. The appeal public hearing would be presented to the City Council on January 2nd, 2024. The Commissioners were also informed that a Special Called Meeting is scheduled for December 20th, 2023 to address two cases.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

No new items were presented during the Public Hearing

OTHER BUSINESS

Item A:

Tabled Item from October 11th, 2023 Special Called Meeting: A petition has been filed by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to adopt an amendment to the "Comprehensive Plan 2008-2028" and Comprehensive Zoning Ordinance No. 2330, as amended, and to amend the text of the Hattiesburg Form-Based Code, Ordinance 3325, of the City of Hattiesburg, Mississippi for the creation of a development master plan for the East Hardy, Hall Avenue, and Edwards Street corridors. The purpose of the plan is to establish the area and further define, amend, and add regulations for the "Bridging Divides, Building Opportunities: A Community-Driven Blueprint for East Hardy & Hall Avenue" development master plan. The master plan will include recommendations for zoning changes in these areas to the Planning Commission and City Council to consider for rezoning.

Discussion and Vote:

Nathan Satcher, Senior Planner, stated that additional community meetings had not yet been made for this case. He noted that The City would need additional time to coordinate those meetings before having anything additional to present. No additional information about this case was presented for the current meeting. Commissioner Conville made a motion to allow for public

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comments on the item for 20 minutes. Commissioners further clarified the procedure in that they would limit each speaker to 3 minutes and allow for a total of 20 minutes for the public comment period. Commissioner Pruitt seconded this motion. Chair Hinton opened the public hearing portion of the meeting.

Motion:

Made by Commissioner Conville (to open up public comments for 20 minutes)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair		X	
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)		X	

Commissioners then opened up for public comments and staff collected the public comment cards. 13 cards were collected from the public to speak and staff drew the cards at random to speak, limiting each speaker to three minutes. Only seven cards were drawn during the allowed time period (the first seven opponents listed below spoke during the public hearing portion). A number of questions were raised by the citizens in opposition to this project, most of which were related to the lack of community input and changes in zoning. Public hearing portion of the meeting was closed by Chair Hinton. A discussion was held between the Commissioners and Staff. As a result, the item was not removed from the table.

Proponents:

1. None

Opponents:

1. Ray A. Payton
2. Janette Furry
3. Allena Royal
4. Lillie Dwait
5. Donnetta McAdoo
6. George Lee
7. Margaret Markwalder
8. Ardesia Eaton

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9. Sue Williamson
10. Mitchell Conley
11. Paston Milton Gavin
12. Tanya Keys
13. Larry McAdoo

Item B:

Tabled from November 1st Planning Commission: Monica Tisack with the University of Southern Mississippi, representative, Cameron Nuzzo, Facility Manager of the USM ICP Park, and Kelly Lucas, representative request approval for a rezoning request from R-1A (Single-Family Residential) to a Planned Mixed-Used Development (PMU-PD) for property located around the USM Innovation and Commercialization Park located at 46 Shelby Thames Drive. The proposed area for the planned mixed-use development is approximately 500 acres that borders Classic Drive on the north and south in Forrest County, Ward 1. The Planned Mixed-Use Development will be known as "The Garden". (PPINs: 9508, 9509, 9557, and 33306).

Discussion and Vote:

The planning staff re-introduced the case. Commissioner Conville made a motion to remove this item from the table and Commissioner Lockett seconded this motion.

Motion:

Made by Commissioner Conville to remove from the table

Second:

Made by Commissioner Pruitt

Vote (To remove from the table):

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

Chair Hinton then opened the public portion of the meeting. Monica Tisack, the applicant, provided information to the Commissioners regarding public outreach in this area. Questions were raised by the Commissioners regarding certain features located in the master plan. During the public hearing portion of the meeting, Mr. Robert Gwaltrey (a member of the public)

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expressed concerns regarding the ownership of the properties and their potential use. Mr. Chris Leonard expressed his support for this case. Chair Hinton closed the public hearing portion of the meeting. Commissioner Conville made a motion to approve under the following conditions:

1. All subsequent site plans and changes of uses shall be treated as a plan amendment in this PMU District and must have a recommendation by the Planning Commission and be approved by the City Council following the same procedures and requirements for rezoning.

This motion was seconded by Commissioner Pruitt.

Presented by:
Monica Tisack
Proponents:
1. Chris Leonard

Opponents:
1. None

Other (neither for or against):
1. Robert Gwaltney

Motion:
Made by Commissioner Conville to approve zoning change

Second:
Made by Commissioner Pruitt

Vote (Rezoning approval):

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett		X	
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

Item C:

Tabled from November 1st, 2023 Planning Commission Meeting: The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 1, 5, 7, 9, 10, 11, 12, and 13. More specifically for the purpose of amending language as it related to the intent and purpose of the code, allowable land uses and conditions for use,

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standards of design, environmental regulations, sign regulations, administrative and enforcement regulations, subdivision regulations, and definitions. This is an abbreviated summary of the topics addressed in the proposed amendment, and interested parties are encouraged to contact City Hall to review the proposed amendment in its entirety.

Discussion and Vote:

The planning staff introduced the case. Mr. Cory Long, Planning Manager, came to speak on behalf of this proposal. No discussion was held between the Commissioners and Staff. Vice Chair, Pickett, made a motion to remove the item from the table and Commissioner Ray seconded the motion. A motion was made by Commissioner Ray to approve the case and Vice Chair, Pickett, seconded the motion.

Presented by:

Cory Long

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Pickett to remove from the table

Second:

Made by Commissioner Ray

Vote (To remove from the table):

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

A motion was made by Commissioner Ray to approve the amendments and Vice Chair, Pickett, seconded the motion.

Motion:

Made by Commissioner Ray to approve the amendments

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Second:

Made by Vice Chair Pickett

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)			ABSENT

Item D:

Remanded Item from City Council and Postponed until January 2024 Planning Commission: Dennis Pierce, owner, request approval for a preliminary plat for a major subdivision as an extension of The Cottages of Turtle Creek, located on Methodist Boulevard in Lamar County. The extension will be known as "Cottages at Turtle Creek: Phase IV", located in Lamar County, Ward 3. (PPIN 7898, 7899, and 13368; Parcel No.: 051L-11-001.000, 051K-12-006.000, and 051L-11-040.000).

No action was taken on this case, as staff indicated the applicant requested it to be postponed until the January 3rd Planning Commission Meeting.

Other Discussion:

Cory Long noted that the administration requested a special called Planning Commission meeting on Wednesday December 13th, 2023 to address Item A, the Bridging Divides, Building Opportunities Master Plan. He noted staff would conduct public outreach before that date. Commissioners discussed with staff and made a motion to remove the item from the table in order to address it and move it forward to City Council. Commissioner Pruitt made a motion to remove the item from the table, seconded by Commissioner Ray.

Motion:

Commissioner Pruitt to remove from the table

Second:

Commissioner Ray

Vote (To remove from the table):

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Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett		X	
Dick Conville		X	
Mike Pruitt	X		
Lee Anne Venable		X	
Jeff Keyseear (Online)	X		

Item A (Removed from table):

Tabled Item from October 11th, 2023 Special Called Meeting: A petition has been filed by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to adopt an amendment to the "Comprehensive Plan 2008-2028" and Comprehensive Zoning Ordinance No. 2330, as amended, and to amend the text of the Hattiesburg Form-Based Code, Ordinance 3325, of the City of Hattiesburg, Mississippi for the creation of a development master plan for the East Hardy, Hall Avenue, and Edwards Street corridors. The purpose of the plan is to establish the area and further define, amend, and add regulations for the "Bridging Divides, Building Opportunities: A Community-Driven Blueprint for East Hardy & Hall Avenue" development master plan. The master plan will include recommendations for zoning changes in these areas to the Planning Commission and City Council to consider for rezoning.

Discussion and Vote:

Chair Hinton stated that no member of the public was in favor of the proposal. Pruitt made a motion to deny the proposal, Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to deny this proposal

Second:

Made by Commissioner Venable

Vote (To deny this proposal):

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

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A motion was then made by Commissioner Pruitt to adjourn, seconded by Commissioner Pickett.

Motion:

Made by Commissioner Pruitt

Second:

Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Mike Pruitt	X		
Lee Anne Venable	X		
Jeff Keyseear (Online)	X		

Adjournment:

The meeting was adjourned at 3:33

_____

Amy Hinton, Vice Chair

_____

Cory Long, AICP, Planning Division Manager

DRAFT

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Adopt an Ordinance amending Section1 of Ordinance Number 3173, regulating the hours for the opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg.**
File Number: 2023-933
Minute Book #

Summary
Ordinance regulating the hours of consumption of acholic beverages, weber or light wine in the City of Hattiesburg.

Recommendation Statement
I recommend adoption of this ordinance.

Please place this on the December 19, 2023 City Council meeting for consideration.

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NUMBER 3173, ADOPTED NOVEMBER 17,2015; AND AMENDING ORDINANCE 2927 ADOPTED OCTOBER 17,2006 TO AMEND ORDINANCE 2610 (SECTION 3-5 OF THE CODE OF ORDINANCES), WHICH REGULATES THE HOURS FOR OPENING AND CLOSING OF PUBLIC AND PRIVATE COMMERCIAL ESTABLISHMENTS THAT ALLOW CONSUMPTION OF ALCHOLIC BEVERAGES, WINE AND BEER IN THE CITY OF HATTIESBURG.

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

Section 1. That Section 1 of Ordinance Number 3173, adopted November 17, 2015 to amend Ordinance Number 2927, adopted October 17, 2006 to amend Ordinance Number 2610 (Section 3-5 of the Code of Ordinances), which regulates the hours of consumption for opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg, be and the same is hereby amended to read as follows, to wit:

"… Sunday, except between the hours of 10:00 a.m. and 12:00 midnight."

Section 2. Except as hereby expressly changed and amended, the aforesaid Ordinance 3137, of said City of Hattiesburg, Mississippi shall be and remain in full force and form as adopted.

Section 3. That this ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: **NAYS:**

The President thereby declared the motion carried and the Ordinance adopted this the _____ day of December, 21023.

S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor this the ____ day of December, 2023.

ATTTEST:

_____

APPROVED:

_____

Memorandum

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

From: **Ann Jones**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Adopt an Ordinance amending Section 2-71 of Ordinance Number 2440, adopted March 2, 1993; and amending Ordinance Number 2358, adopted October 16, 1990, amending tournament field rental fees for the Parks and Recreation Department.**
File Number: 2023-944
Minute Book #

Summary
Adopt an Ordinance amending Section 2-71 of Ordinance Number 2440, adopted March 2, 1993; and amending Ordinance Number 2358, adopted October 16, 1990, amending field rental fees for the Parks and Recreation Department.

Recommendation Statement
I recommend the approval of this ordinance to amend the field fees for Parks and Recreation.

Please place this on the December 19, 2023 City Council meeting for consideration.

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 2-71 OF ORDINANCE NUMBER 2440, ADOPTED MARCH 2, 1993; AND AMENDING ORDINANCE 2358 ADOPTED OCTOBER 16, 1990, WHICH REGULATES AND SETS RENTAL CHARGES FOR THE PARKS AND RECREATION DEPARTMENT-FIELDS FOR TOURNAMENTS IN THE CITY OF HATTIESBURG.

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

Section 1. That Section 2-71 of Ordinance Number 2440, adopted March 2, 1993; and amending Ordinance Number 2358 adopted October 16, 1990, which regulates and sets rental charges for the Parks and Recreation Department-Fields for Tournaments in the City of Hattiesburg be and the same is hereby amended to read as follows, to wit:

"…Field Rentals for Tournaments at C Parks:
Refundable Deposit after Tournament…$500.00
Rental-Natural Turf Field……$125.00/Field/Day
Rental-Synthetic Turf Field……$200.00/Field/Day
Rental-Natural Turf Championship Field..$200.00/Field/Day (Tatum Park)
Labor-1-10 Fields-2 Staffers @$40.00/hour/up to 8 hours & $15.00/hour for each additional hour per person.
Labor-10 or more Fields-2 Staffers @ $40.00/hour up to 8 hours and $15.00/hour for each additional person.
Merchandise Vendors……$25.00/Vendor
Food Vendors……..$25.00/Vendor
Minimum Liability Insurance Coverage not less than $2,000,000.00 per occurrence with City of Hattiesburg listed as "additionally insured".

Section 2. Except as hereby expressly changed and amended, the aforesaid Ordinance 2440, of said City of Hattiesburg, Mississippi shall be and remain in full force and form as adopted.

Section 3. That this ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: **NAYS:**

The President thereby declared the motion carried and the Ordinance adopted this the 19th day of December, 2023.

S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor this the 19th day of December, 2023.

ATTTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Memorandum

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

From: **Ann Jones**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Adopt an Ordinance establishing fees and conditions for rental use of the Hattiesburg Community Arts Center.**
File Number: 2023-943
Minute Book #

Summary
Adopt an ordinance establishing fees and conditions for rental use of the Hattiesburg Community Arts Center.

Recommendation Statement
I recommend that this item be approved to establish rental fees at the Hattiesburg Arts Center.

Please place this on the December 19, 2023 City Council meeting for consideration.

ORDINANCE NUMBER_____

ORDINANCE ESTABLISHING FEES AND CONDITIONS FOR THE USE OF THE HATTIESBURG COMMUNITY ARTS CENTER

BE IT ORDAINED by the Mayor and Council of the City of Hattiesburg, Mississippi:

SECTION 1. Rental Charges for the Hattiesburg Community Arts Center.

Hattiesburg Community Arts Center Rental Rates					
Hours of Operation:	**By Appointment Only**	**Business Hours**	**9am-5pm M-F**		
		Premium Hours	**5pm-- M-F**	**All Day Sat-Sun**	
			Non-profit (501 c3)	**Tenant**	**General Public**
Studio	**147-301 S.F.**	<100 SF = $50/ month <150 SF = $100/ month <200 SF = $150/month <300 SF = $200/month			
Camp/Dance Studio*	**600 S.F.**	Business	$50/day	$100/day	$150/day
		Premium	$50/day	$150/day	$200/day
Storage/Office	**75-144 S.F.** **221-285 S.F.**		$50/month	Price per square foot ($50-$200/mo)	
Kid's Classroom **Collaborative Studio** **Reception/Gallery**	**711 S.F.** **2,497 S.F** **1,515 S.F.**	Business	$15/hour	$20/hour	$30/hour
		Premium	$15/hour	$30/hour	$40/hour
Conference Room	**315 S.F.**	Business	$10/hour	$15/hour	$20/hour
		Premium	$10/hour	$15/hour	$20/hour
Paper Warehouse Theater**	**6,549 S.F.**	Day Rate	$150/day	$250/day	$350/day
		Rehearsal Rate	$30/hour	$40/hour	$50/hour
		Weekly	$800/week	$1250/week	$1500/week
Greenroom		Day Rate	$20/day	$20/day	$20/day
Dressing Rooms		Day Rate	$20/day	$20/day	$20/day
Yellow Brick Road/ Pre-Function		Business	$30/hour	$40/hour	$50/hour
		Premium			
*	*If the camp hours fall in both business and premium hours, any hour after 5 p.m. will be charged at a rate of $25/hour. If the space is used as a single class, It will be charge at the classroom rate.*				
**	Paper Warehouse specifics: Only approved vendors may be used to run sound and lighting in the Paper Warehouse Theater. Tech training can be scheduled through arts center director. Equipment deposits are required to rent this space and use the sound or lighting. If no damage is found fees will be applied to and deducted from overall rental cost. $500 - Weekly Rate Equipment Deposit $150 - Daily Rate Equipment Deposit				
	"Day" shall be defined as any 8-hour block within one calendar day.				
	Reduced rental options may be available in exchange for Parks and Recreation programming.				
**	All bookings must be made at least 30 days in advance				
	Cancellation more than 14 day before event			Full refund	
	Cancellation less than 14 days before event			50% refund	
	Cancellation less than 7 days before the event			No refund	
Additional Amenities	Up Lighting	$25			
	Portable Sound	$25			

Section 2. Effective Date

This ordinance will take effect immediately from and be in force upon passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following vote,
to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Ordinance adopted, this the 19th day of December, 2023.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 19th day of December, 2023.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Memorandum

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

From: **Adam Moore, Grants Coordinator**

cc: **Ann Jones, Betsy Mercier, Director of Parks and Recreation**

Date: **Tuesday, December 19, 2023**

Re: **Adopt Resolution authorizing application for the T-Mobile Hometown Grant for $50,000 to help fund renovations for Hattiesburg's Dahmer Park, and authorize the Mayor to execute the same.**
File Number: 2023-909
Minute Book #

Summary
T-Mobile Hometown Grant Program

Recommendation Statement
I recommend adoption of a Resolution authorizing application for the T-Mobile Hometown Grant for $50,000 to help fund renovations for Hattiesburg's Dahmer Park, and authorize the Mayor to execute the same.

Please return executed copy via email to Adam Moore by 1/15/2024.

Please place this on the December 19, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi, desires to submit a grant application for renovation of Hattiesburg's Dahmer Park, and requests grant assistance from the T-Mobile Hometown Grant for $50,000.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Hattiesburg be authorized to apply for and accept grant funding, and that he be authorized to act as a representative of the City in this matter and to execute all necessary forms and documents on behalf of the City.

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 19th day of December, 2023.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of December, 2023.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR



(http://mainstreet.org)

Follow

T-Mobile Hometown Grant Application Q4 2023 (October 2, 2023 - January 2, 2024)

Ends on Tue, Jan 2, 2024 11:59 PM

T-Mobile Hometown Grants is a $25 million, five-year initiative to support the people and organizations who help small towns across America thrive and grow. Hometown Grants are given every quarter to up to 25 small towns. Apply for funding to support a community project of your choice, like revitalizing or repurposing a historic structure, creating a downtown asset or destination, or improving a space where friends and neighbors gather. Projects that add to a sense of place or could lead to further investment are of particular interest. We look forward to learning more about your town and your project.

Manage Collaborators

Thank you for your interest in the T-Mobile Hometown Grants Program. Your application will be reviewed based upon the following criteria. Please note that the letters of support for your project are an important part of this application.

- **Community need -** Proposed project should fill a demonstrated need in the community. This grant funding is intended for shovel-ready projects, or portions of shovel-ready projects, that would not otherwise be possible to implement through municipal funding. Proposal & letters of support should demonstrate strong community support for the project.
- **Community impact** - Project should connect the community in meaningful and innovative ways.
- **Partners, engagement, and resources leveraged for the project -** Strong applications actively involve local organizations by incorporating them into the planning and execution processes and engaging the community in activating the project site. Letters of support should come from a variety of stakeholders within the community. While match funding is not required, applicants are encouraged to be resourceful in identifying additional sources of funding and/or in-kind donations relevant to the project to supplement funding from T-Mobile. Examples of in-kind donations include: volunteer involvement, working with partners that contribute graphic design services, space, or other resources.
- **Feasibility -** You should be able to complete your project within your detailed budget and shovel-ready plan and within 12 months of receiving funding, if selected.
- **Alignment with T-Mobile's small town strategy -** T-Mobile strives to be a force for good. To read more about T-Mobile's many corporate initiatives and key segments, visit https://www.t-mobile.com/responsibility (https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.t-mobile.com%2Fresponsibility&data=05%7C01%7CMichele.Shaw%40t-mobile.com%7C529f630670a34bd3f24808db10340faa%7Cbe0f980bdd994b19bd7bbc71a09b026c%7C0%7C0%7C638121588021182150%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=%2FHeHhiEp7KsvlnFXpyOdux88Ca94hrfM4mFnSqagLpM%3D&reserved=0).

Award determinations will be made in mid-February 2024. You will receive a notification about award determinations via your Submittable account that you use to submit your application. Please note that you cannot make any changes to your application once it has been submitted. We look forward to receiving your project proposal.

Questions? Email TMobileGrant@mainstreet.org (mailto:TMobileGrant@mainstreet.org)

nDate=2023-12-04T22%3a29%3a34.107000Z)

What is your connection in the community? *

Select...

Job title *

First name *

Last name *

Email address *

email@example.com

Phone number (xxx-xxx-xxxx) *

! The "Phone number (xxx-xxx-xxxx)" field is required.

Organization requesting funds *

City of Hattiesburg

City *

State/Territory *

Select...

Zip code *

Tribal affiliation or indigenous organization, if applicable

Population size *

How did you hear about the T-Mobile Hometown Grants Program? *

Are you willing to serve as your community's key contact/sponsor for the grant? *

- (•) Yes
- ( ) No

What is the name of your project? *

Please select the project category that most closely describes your proposal. *

- ( ) Accessibility
- ( ) Beautification
- ( ) Business Incubator/Entrepreneurship Support
- ( ) Community Center/Senior Center
- ( ) Education/Storytelling/Museum
- ( ) Historic Building Revitalization
- ( ) Library
- (•) Park
- ( ) Playground
- ( ) Public Art
- ( ) Sports Complex
- ( ) Sustainability Upgrade
- ( ) Technology-focused Project
- ( ) Theater
- ( ) Trails/Nature
- ( ) Wayfinding/Signage

We understand that many projects incorporate several of these components. The review committee will evaluate eligible applications in their entirety, regardless of which project category is selected, allowing for a full picture of your proposal.

What is the physical address of your proposed project? *

Country

Select...

Address

Address Line 2 (optional)

City

State, Province, or Region

Zip or Postal Code

If your project spans an area larger than a single address, please use the address of the organization requesting funds and include a brief description in the following prompt.

If your project does not have one single address, please include a brief description of your proposed project's location, being as specific as possible. (If your project DOES have a single address, you may skip this question.)

Please summarize your proposed project. Note: you will be asked to include your full project plan as an attachment below. *

Limit: 1000 characters

T-Mobile Hometown Grants award up to $50,000 for qualifying projects. How much funding are you requesting for your project? *

If you need more than $50,000 to complete your project, please describe how you will cover the remainder of the budget. Please be clear about the use of T-Mobile grant funds versus other sources, as well as the certainty of those other sources. *Enter N/A if the grant will complete funding. *

Who, specifically, in your community would benefit from this grant? Approximately how many people total do you anticipate would be impacted? *

How will this grant help your community overcome a challenge that you're facing? Please describe the challenge, then how this grant would address that. *

If you were to leave your current position, what steps would be taken to ensure this project would continue uninterrupted? *

What is the name of the non-profit or government organization that will be receiving the funds? *

City of Hattiesburg

By selecting "Yes" in the dropdown you verify that you're 18 years or older. *

Yes

By selecting "Yes" in the dropdown, you agree that all of the information you've provided is accurate, that you're allowed to share this information and your submitted materials with T-Mobile, and that T-Mobile can use this information and any submitted materials in connection with the Hometown Grant program (including marketing and publicity efforts for the program). *

Select...

Detailed proposal

Instructions: Please upload the following files:

-Project plan or proposal, including:

- Detailed description of the project to be evaluated by an internal T-Mobile panel and nonprofit organization(s);
- Detailed budget, including a breakdown of budget line items - make sure to factor labor into the budget; and
- Timeline - must be able to complete project within 12 months of receiving funds, if selected

-"Shovel ready" plan, including:

- Outline of expected town outcomes, demonstrating how the project or strategy will lead to the anticipated result or change;
- Details on permits needed or already obtained, if applicable, to begin work upon receipt of funds; and
- Any additional companies or business partnerships to be contracted for the work

-Up to five letters of support from local government and/or community organizations, partners, or members demonstrating community alignment, engagement, and consensus for the proposed project. The Letters of Support can be combined into one document.

Project plan or proposal, including a detailed description of the project to be evaluated by an internal T-Mobile panel and nonprofit organization(s). *

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .csv, .doc, .docx, .pdf, .jpg, .jpeg, .png, .svg, .tif, .tiff

Full proposal should be three (3) to five (5) pages. Should include, but is not limited to:

- Detailed description of project to be evaluated by an internal TMO panel and nonprofit organization(s)
- Detailed budget, including breakdown of budget line items - make sure to factor labor into the budget
- Timeline - must be able to complete project within 12 months of receiving funds, if selected

“Shovel ready” plan *

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .csv, .doc, .docx, .pdf, .jpg, .jpeg, .png, .svg, .tif, .tiff

In your “shovel ready” plan, please include:

- Outline of expected town outcomes, demonstrating how the project or strategy will lead to the anticipated result/change
- Details on permits needed/obtained, if applicable, to begin work upon receipt of funds
- Any additional companies/business partnerships to be contracted for the work

Up to five letters of support from local government and/or community organizations, partners, or members demonstrating community alignment, engagement, and consensus for the proposed project. The letters of support may be combined into one document. *

Choose File

Select up to 5 files to attach. No files have been attached yet. You may add 5 more files.

Acceptable file types: .csv, .doc, .docx, .pdf, .jpg, .jpeg, .png, .svg, .tif, .tiff

Have these plans been approved and permitted, if applicable? *

- ○ Yes
- ○ No
- ○ Other

Save Draft Submit

Last Saved a minute ago

Technical Help (https://www.submittable.com/help/submitter?orgId=10786) | Privacy Policy (http://www.submittable.com/privacy)

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Memorandum

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

From: **Marybeth Bergin, Director of Engineering and Traffic**

cc:

Date: **Tuesday, December 19, 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: 2023-902
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.

This agreement is for the remaining subdivisions expected to be converted in 2024.

Recommendation Statement
I recommend approval of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

DATE: 12/6/23

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		This is a blanket authorization to replace all 100 watt colonails fixtures throughout 2024
90 WATT LED		with 50 watt LED colonial fixtures. Price difference per fixture is $2.78
110 WATT LED		There are 223 fixtures left to change out. Total increase $619.94.
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.

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc: **Sherrocko Stewart, Fire Chief**

Date: **Tuesday, December 19, 2023**

Re: **Approve Software and Maintenance Agreement between the City of Hattiesburg and Colossus Incorporated for software services to be used by the Hattiesburg Fire Department and authorize the Mayor to execute the same.**
File Number: 2023-932
Minute Book #

Summary
Colossus Incorporated Software services and maintenance agreement for software to be used by the Hattiesburg Fire Department

Recommendation Statement
I recommend approval of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

Quotation/Order Form

Quote For:
Hattiesburg FD, MS
Barry Collins
810 Main St
Hattiesburg, MS 39403-1898

Quote #: Q-04079 - 1
Create Date: 7/20/2023 11:02 AM
Expires On:
Payment Terms: Net 30

Customer Success Manager: Kevin Woosley
Phone: (336) 397-5300
Email: kwoosley@caliberpublicsafety.com
Orders Fax: (866) 368-8602

Product Code	Product Description	Location	Qty	Price Each	Extended
CAD					
SI-CAD-1WAY	CAD Interfaces Installation Services per Interface	Remote	1.00	$646.00	$646.00
CAD-INTER-ONE	CAD One Way Export from CAD - First Due		1.00	$3,400.00	$3,400.00
				CAD TOTAL:	$4,046.00

Discount: $714.00

Annual Maint & Support: $800.00

Order Total: $4,846.00

Year 2 Total Annual Maint, Support & Subscription: $840.00

Additional Note(s):

Additional 15% discount approved by Rachel Fergerson.

Acceptance:

	Colossus, Incorporated		Hattiesburg FD, MS
Signature:		Signature:	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	

Please sign and email to Kevin Woosley at kwoosley@caliberpublicsafety.com or fax to (866) 368-8602.

Terms & Conditions

1) This Quotation incorporates by reference the following signed document(s) between COLOSSUS, INCORPORATED (herein referred to as "Caliber Public Safety") and Customer: i) Master Purchase, License & Services Agreement; ii) RMS Software as a Service Agreement; iii) End User License Agreement; iv) Software Maintenance terms; and/or v) Statement of Work, as applicable.
2) Upon signing of this Quotation or Caliber's receipt of Customer's purchase order, Customer shall be invoiced 100% for all products and services set forth on this Quotation, which invoice shall be payable net-30 days from the date of invoice.
3) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
4) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Caliber Public Safety.
5) The parties agree that should there be a conflict between the terms of this Quotation and the terms of one or more of the Agreements set forth in Section 1 herein, the terms of this Quotation shall govern.
6) Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by Caliber Public Safety and/or the Customer to execute this Quotation on Caliber Public Safety's and/or the Customer's behalf.
7) Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.
8) Estimated Travel Expenses are included up to $0.00*. Anything above this amount will be handled via change order.*

Memorandum

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

From: **Marybeth Bergin, Director of Engineering and Traffic**

cc:

Date: **Tuesday, December 19, 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: 2023-903
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.

This agreement is for a specific area in Midtown.

Recommendation Statement
I recommend approval of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

DATE: 11/27/23

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		Remove 46 - 100 watt Colonials
90 WATT LED		INstall 46 - 50 watt LED colonials
110 WATT LED		Tiltree Rd to Widlwood from S 34th to S 40th
190 WATT LED		Lights served underground MOnthly incrase $127.88
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.

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc: **Robert Friend**

Date: **Tuesday, December 19, 2023**

Re: **Approve Maintenance Agreement with Tyler Technologies for network support services for a period beginning January 1, 2024, and ending December 31, 2024.**
File Number: 2023-935
Minute Book #

Summary
Maintenance agreement for software services provided by Tyler to the City of Hattiesburg.

Recommendation Statement
I recommend approval of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	*Date*	*Page*
025-446591	12/01/2023	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF HATTIESBURG
ATTN: ACCOUNTS PAYABLE
P.O. BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: CITY OF HATTIESBURG
ATTN: ACCOUNTS PAYABLE
P.O. BOX 1898
HATTIESBURG, MS 39403-1898

Cust No.-BillTo-ShipTo	*Ord No*	*PO Number*	*Currency*	*Terms*	*Due Date*
48050 - MAIN - MAIN	185950		USD	NET30	12/31/2023

Date	Description	Units	Rate	Extended Price
Maintenance Start: 01/Jan/2024, End: 31/Dec/2024				
Technical Services Annual Fees		1		$1,466.00
	Basic Network Support Service			
Contract No.: HATTIESBURG, CITY OF				
	Software Support & Maintenance: EnerGov Enterprise	1	14,339.50	14,339.50
	Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	15,805.50
Sales Tax	$0.00
Invoice Total	15,805.50

Memorandum

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

From: **Marybeth Bergin, Director of Engineering and Traffic**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Authorize acceptance of a proposal from R. J. Young for the purchase of a Canon TX 4100 MFP Z36/Stacker wide format printer system at a cost of $11,274.35 and Supply & Maintenance Plan at a cost of $50.00 per month plus consumables for a term of 3 years; Authorize the Mayor to execute purchase agreement.**
File Number: 2023-920
Minute Book #

Summary
Authorize acceptance of a proposal from R. J. Young for the purchase of a Canon TX 4100 MFP Z36/Stacker wide format printer system at a cost of $11,274.35 and Supply & Maintenance Plan at a cost of $50.00 per month plus consumables for a term of 3 years; Authorize the Mayor to execute purchase agreement.

Recommendation Statement
I recommend approval of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

RJ Young Company - Nashville
P.O. Box 280358 Nashville, TN 37228
(615)255-8551
(800)347-1955

Order # HZ5700

Purchase Agreement

Customer Purchase Order

Sales Rep #

Billing Location	*Install Location*
Full Customer Name – Include Inc., Corp., LLC etc.: City Of Hattiesburg Engineering Division	Customer Name: City Of Hattiesburg Engineering Division
	Department: Engineering; County:
Street Address: PO Box 1898	Street Address: 212 Front Street
City: Hattiesburg; State: MS; Zip+4: 39403	City: Hattiesburg; State: MS; Zip+4: 39401
Contact Name: Sharon Hensarling; Phone #: (601) 545-4541; Fax #: (601) 545-4642	Meter Contact: Hema Gopalan; Phone #: (601) 545-6220; Fax #:
Email: shensarling@hattiesburgms.com	Email: hgopalan@hattiesburgms.com

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Canon		TX4100 MFP Z36 / stacker		11274.35	11274.35
Trade-In/Buyout (Items to be picked up)					Total This Page	11274.35
					Total From Add'l Equipment List	0.00
1	HP	444BN-C	DESIGNJET T1120 SD-MFP	SMY9BJ3C03F	Sales Tax	
				Tax Exempt ■ Yes □ No (Attach Exemption Certificate)	Total	11274.35

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	SMP	$50.00	Monthly	Monthly

Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2

Agreement Includes

□ Yes	■ No	Master Unit
■ Yes	□ No	Color Supplies
□ Yes	■ No	Drum/Photo Conductor
■ Yes	□ No	Imaging Units
■ Yes	□ No	Parts/Labor
□ Yes	■ No	Toner/Dispersant
□ Yes	■ No	Developer
■ Yes	□ No	Other See remarks

□ New Account ■ New Equipment
■ Upgrade □ Remanufactured Equipment
□ Additional Unit
□ MAM □ Used

□ Yes ■ No MICR Toner

Remarks:

Supply & Maintenance Plan (SMP) covers service calls, parts, and labor. Consumables (ink, print head, maintenance cassette, cutter blades and standard sizes of 20# bond paper) are also included based on print volume in square feet and ink usage. Line drawings are covered at $0.14 per S.F., medium density prints at $0.22 per S.F. and high density prints at $0.39 per S.F "Rates are locked for 36 months".

Additional terms and conditions on page 2.

Signature: _____

Print Name: Toby Barker

Title: Mayor Date: 12/19/23

Sales Rep: _____ Date: _____

Sales Manager: _____ Date: _____

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.

3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.

4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or $15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay $35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.

6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.

7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at $.0025 per scan. This agreement does not cover overhauls on the machine.

9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.

10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.

11. Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify RJY of any change in the Meter Contact assignment.

12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.

13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.

14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.

15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.

16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.

17. Sales or use tax shall be added where applicable.

RJYoung

Technology Solutions That Power Your Business

Wide Format System Proposal

For

City of Hattiesburg Engineering

December 6, 2023

Keith Eady
Wide Format Specialist
keith.eady@rjyoung.com

Direct: 601-715-7789

The RJ Young Advantage

- "We Make It Right Guarantee" - Careful attention to customer satisfaction is the reason we've been in business since 1955. Our policy is very simple: if you are not happy with our equipment, service, supplies, billing – anything – let us know and we'll make it right, right away. If our efforts fail to meet with your satisfaction, we'll replace the equipment, or refund your money.

- In-House Leasing – RJ Young handles all leasing internally. None of our leases are sold to third party finance companies. The advantage of this arrangement to our customers is:

  - ✓ Should you wish to upgrade equipment or adjust the terms of your lease RJ Young has the flexibility to work with you without paying a third party penalties or fees. No other company in our region offers this advantage.

  - ✓ At the end of your lease there will be no fee to pick up your used equipment – whether you replace it with a new system from RJ Young or not.

  - ✓ In many cases RJ Young can void the remainder of your lease or give you a credit on your used equipment if you wish to upgrade prior to the end of your lease.

- Unmatched Service – With a dedicated team of wide format service technicians and four connectivity and software technicians, RJ Young has the largest and best trained wide format service team in the area. This translates into faster service for our customers, less equipment downtime and more productivity.

  - ✓ Typical response time for service calls is less than four hours.

  - ✓ RJ Young also has a dedicated connectivity (software and networking) team that trouble shoots non-hardware issues – a unique asset.

  - ✓ RJ Young has placed and serviced hundreds of wide format systems in the past twenty years. Our technicians have more experience working with this product than anyone else in the region.

  - ✓

- References – A list of R. J. Young customers using wide format equipment is available upon request.

Investment Overview

Black & White & Color Printing ***Black & White & Color Scanning***	**Canon TX 4100 MFP Z36 / Stacker** Includes 44” 5 color plotter, stand, basket, 1 print head, starter ink tanks MBK (300ml) BK/C/M/Y (160ml), 1 maintenance cartridge, 2" roll holder with a 3" adapter with multi-function roll. 36” Scanning system includes MFP Stand, All in one. HD Multi-Touch PC and SmartWorks MFP Software that provides a fast and effective system for printing, copying, archiving & distributing maps, drawings, renderings, site and facilities management plans, design and layout proofs, posters, and more! Freight, delivery, installation, set-up, connectivity and training.
Purchase Price	**$11274.35** ****pricing does not include any applicable taxes or SMP agreement***
60 Month FMV Lease	**$ 253.67 / month** **** pricing does not include any applicable taxes or SMP agreement***
48 Month FMV Lease	**$ 298.77 / month** **** pricing does not include any applicable taxes or SMP agreement***
36 Month FMV Lease	**$ 369.80 / month** **** pricing does not include any applicable taxes or SMP agreement***
Supply & Maintenance Plan ***“SMP Plan”***	**Monthly Rate @ $ 50.00** ***“Plus usage rates based on Coverage Category”*** ***Categories: Line Drawings, Medium Density Prints & High Density Prints*** ***“Rates are locked for lease term selected or 36 Months if purchased”***

- TX 4100 MFP device has a ninety (90) day warranty for parts & labor excluding consumables (i.e., ink tanks, maintenance cartridge, cutter blades & print heads). Print head is covered by separate one year warranty from manufacturer.
- Supply & Maintenance Plan (SMP) covers service calls, parts, and labor. Consumables (ink, print head, maintenance cassette, cutter blades and standard sizes of 20# bond paper) are also included based on print volume in square feet and ink usage. Line drawings are covered at $0.14 per S.F., medium density prints at $0.22 per S.F. and high density prints at $0.39 per S.F **Rates are locked for lease term selected and will not increase.**
- Rates quoted are available for orders placed by January 5, 2024 do not reflect any applicable taxes, are subject to manufacturer promotions & product availability accompanied by RJ Young credit approval on terms selected if leased.

Memorandum

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

From: **Marybeth Bergin, Director of Engineering and Traffic**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Acknowledge receipt of closing documents for the Jaycee Park Field Improvements project constructed by J. W. Chain Contractors, LLC and authorize Final Acceptance of the project.**
File Number: 2023-919
Minute Book #

Summary
Acknowledge receipt of closing documents for the Jaycee Park Field Improvements project constructed by J. W. Chain Contractors, LLC and authorize Final Acceptance of the project. The final invoice has been paid and all tasks have been completed.

Recommendation Statement
I recommend approval of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

Friday, October 20, 2023
N-S Project No. 17080

Sid Gonsoulin
Construction Manager for Parks Projects
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: FINAL PAY APPLICATION
CITY OF HATTIESBURG, FORREST COUNTY
JAYCEE PARK FIELD IMPROVEMENTS

Dear Gonsoulin:

Enclosed is Change Order #5 and one (1) Final Application and Certifications for Payment for the referenced project. Change Order #5 will require approval before the pay application can be approved.

I have reviewed the Contractor's Final Application & Certification of Payment Request and find the pay application to be in order. I, therefore, recommend payment to the contractor JW Chain Contractors, LLC in the amount of $235,534.08 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.

Korey Hardin, P.E.
Project Manager

WKH

Enclosures: CHANGE ORDER #5 – SUMMARY CHANGE ORDER
FINAL APPLICATION AND CERTIFICATION FOR PAYMENT

CC: Russ Bryan
Project File

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects
P: 601.545.1565 | F: 601.545.2267
704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com

Contract Change Order No. 5

Owner: City of Hattiesburg
Contractor: J.W. Chain
Project Name: Jaycee Park Parking Improvements Field
Contract Number: Not Applicable
Reason for Change: Summary Change Order

Pay item	Pay Item Description	Unit	Original Contract Quantity	Unit Price	Change in Contract Quantity	Quantity Increase or Decrease	Change in Contract Value
3	EXCESS EXCAVATION	CU YD	5,800.00	$ 25.94	-1,251.64	Quantity Decrease	$ (32,467.54)
4	UNCLASSIFIED EXCAVATION, FM, AH	CU YD	800.00	$ 29.84	1,582.28	Quantity Increase	$ 47,215.14
5	BORROW EXCAVATION	CU YD	3,000.00	$ 28.39	256.00	Quantity Increase	$ 7,267.84
9	NATURAL GRASS OUTFIELD (INCL. SAND & ROLLED SOD)	SQ YD	12,480.00	$ 12.81	-99.00	Quantity Decrease	$ (1,268.19)
10	SOLID SOD (FOR APPROVED DISTURBED AREAS INCL. MINOR GRADING)	SQ YD	1,600.00	$ 6.74	-261.28	Quantity Decrease	$ (1,761.03)
33	CONCRETE SIDEWALK, 6" DEPTH REINFORCED	SQ YD	275.00	$ 83.28	-0.96	Quantity Decrease	$ (80.16)
35	CRUSHED STONE BASE, 6" DEPTH (UNDER 6" CONC SIDEWALK ONLY)	CU YD	70.00	$ 80.00	-50.20	Quantity Decrease	$ (4,015.76)
43	CLASS B STRUCTURAL CONCRETE, MINOR	CU YD	22.00	$ 1,948.64	-3.41	Quantity Decrease	$ (6,644.86)
44	REINFORCING STEEL	LBS	4,000.00	$ 3.56	1,794.10	Quantity Increase	$ 6,387.00
46	ADJUSTMENT OF MANHOLES	EACH	3.00	$ 3,945.58	-1.00	Quantity Decrease	$ (3,945.58)
						Net Change to Contract	**$ 10,686.86**

Original Contract Amount:	$ 4,080,927.25	Current Completion Date:	5/5/2023
Total Contract Changes to Date:	$ 166,307.27	Time Extension Required (Days):	19
Current Contract Amount:	$ 4,247,234.52	Revised Completion Date:	5/23/2023
This Contract Change:	$ 10,686.86		
Revised Contract Amount:	$ 4,257,921.38		

NOTE: THIS DOCOUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ 10/2/2023
NEEL SCHAFFER, INC — DATE
ENGINEER

ACCEPTED BY: _____ 10/20/23
JW CHAIN CONTRACTORS — DATE
CONTRACTOR

APPROVED BY: _____ 11/7/2023
CITY OF HATTIESBURG — DATE
OWNER

CITY OF HATTIESBURG Incorporated 1884 SEAL MISSISSIPPI

FINAL APPLICATION FOR PAYMENT

Submitted To:	City of Hattiesburg P.O. Box 1898 Hattiesburg MS 39403	Contractor:	JW Chain Contractors, LLC P.O. Box 16837 Hattiesburg, MS 39404 US
Job:	Jaycee Park Field Improvements	Period To:	8/2/2023
		Payment Due:	8/2/2023
		Contract Date:	8/3/2022
		Contract #:	15-22

1. **ORIGINAL CONTRACT SUM:**	$4,080,927.25
2. **Net Change by Change Orders:**	$227,177.25
3. **Contract Sum to Date (1+2):**	$4,308,104.50
4. **Total Completed and Stored To Date (Column G on Page 2):**	$4,257,921.38
5. **Retainage**	
a. **5% of Completed Work:**	$212,896.07
b. **5% of Stored Materials:**	$0.00
6. **Total Earned Less Retainage (4-5):**	$4,045,025.31
7. **LESS Previous Applications for Payment:**	$4,022,387.30
8. **Current Payment Due:**	**$235,534.08**
9. **Balance to Finish, Including Retainage (3-6):**	$0.00 ~~$50,183.12~~ WKH

CHANGE ORDER SUMMARY:	Additions	Deductions
Changes Approved in Previous Periods:	$227,177.25	$0.00
Changes Approved This Period:	$0.00	$0.00
Totals:	$227,177.25	$0.00
Net Changes by Change Order:		$227,177.25

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were issued and payments received, and that current payment shown herein is now due.

Contractor: JW Chain Contractors, LLC

By: _____ Date: 9/14/2023

State of Mississippi County of Lamar

Subscribed and sworn to me this 14th day of September 2023

Notary Public: _____

My Commission Expires: August 16, 2027

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 113411 ELIZABETH AYCOX Commission Expires August 16, 2027 COVINGTON COUNTY

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: $ 235,534.08

Construction Manager:

By: _____ Date: 10/20/2023

Architect:

By: WKH: NOT APPLICABLE Date: 11/9/2023

CONTINUATION SHEET

A	B	C	D	E	F	G		H	I
Item	Description of Work	Scheduled Value	Work Completed Previously	Work Completed This Period	Materials Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
1	DEMOLITION - SITE	$114,317.00	$114,317.00	$0.00	$0.00	$114,317.00	100.00%	$0.00	$5,715.85
2	DEMOLITION - LIGHTING & ELECTRICAL (NOT INCL. PAY ITEM S2)	$63,327.00	$63,327.00	$0.00	$0.00	$63,327.00	100.00%	$0.00	$3,166.35
3	EXCESS EXCAVATION	$150,452.00	$117,984.46	$0.00	$0.00	$117,984.46	~~78.42%~~ 100 %	~~$32,467.54~~ $0.00	$5,899.22
4	UNCLASSIFIED EXCAVATION, FM, AH	$23,872.00	$23,872.00	$0.00	$0.00	$23,872.00	100.00%	$0.00	$1,193.60
5	BORROW EXCAVATION	$85,170.00	$85,170.00	$0.00	$0.00	$85,170.00	100.00%	$0.00	$4,258.50
6	TEMPORARY EROSION CONTROL	$43,807.00	$43,807.00	$0.00	$0.00	$43,807.00	100.00%	$0.00	$2,190.35
7	ARTIFICAL TURF (INCL. TURF, RUBBER/SAND INFILL, ROCK BASE, CONCRETE BASE, BASES & PLATES)	$859,987.50	$859,987.50	$0.00	$0.00	$859,987.50	100.00%	$0.00	$42,999.38
8	WARNING TRACK (INCL. CLAY BASE & AGGREGATE)	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
9	NATURAL GRASS OUTFIELD (INCL. SAND & ROLLED SOD)	$159,868.80	$158,600.61	$0.00	$0.00	$158,600.61	~~99.21%~~ 100 %	~~$1,268.19~~ $0.00	$7,930.03
10	SOLID SOD (FOR APPROVED DISTRUBED AREAS INLC. MINOR GRADING	$10,784.00	$9,022.97	$0.00	$0.00	$9,022.97	~~83.67%~~ 100 %	~~$1,761.03~~ $0.00	$451.15
11	BACKSTOP (INCL. FOOTING, WALL, POSTS & NETTING)	$44,678.34	$44,678.34	$0.00	$0.00	$44,678.34	100.00%	$0.00	$2,233.92
12	SECONDARY NETTING ON LURTY STREET	$4,665.50	$4,665.50	$0.00	$0.00	$4,665.50	100.00%	$0.00	$233.28
13	TEMP. FENCING - 8' H MESH (INCL. FOUL POLES, FOUL TERRITORY FENCING & STORAGE ITEMS)	$70,586.50	$70,586.50	$0.00	$0.00	$70,586.50	100.00%	$0.00	$3,529.32
14	FENCING - 8' H BLACK VINYL CHAIN LINK (INCL. PLASTIC TOPPER)	$105,062.70	$105,062.70	$0.00	$0.00	$105,062.70	100.00%	$0.00	$5,253.14
15	FENCING + 8' H DECORATIVE METAL	$4,518.08	$4,518.08	$0.00	$0.00	$4,518.08	100.00%	$0.00	$225.90
16	FENCING - 6' H BLACK VINYL CHAIN LINK (INCL. PLASTIC TOPPER)	$13,491.40	$13,491.40	$0.00	$0.00	$13,491.40	100.00%	$0.00	$674.57
17	FENCING - 4' H BLACK VINYL CHAIN LINK (INCL. PLASTIC TOPPER)	$31,473.00	$31,473.00	$0.00	$0.00	$31,473.00	100.00%	$0.00	$1,573.65
18	DOUBLE GATE - 8' H x 8" W BLACK VINYL CHAIN LINK	$9,036.00	$9,036.00	$0.00	$0.00	$9,036.00	100.00%	$0.00	$451.80
19	DOUBLE GATE - 8' H x 8' W DECORATIVE METAL	$5,271.00	$5,271.00	$0.00	$0.00	$5,271.00	100.00%	$0.00	$263.55
20	SINGLE GATE - 6' H x 4' W BLACK VINYL CHAIN LINK	$2,510.00	$2,510.00	$0.00	$0.00	$2,510.00	100.00%	$0.00	$125.50
21	SINGLE GATE - 4' H x 4' W BLACK VINYL CHAIN LINK	$3,514.00	$3,514.00	$0.00	$0.00	$3,514.00	100.00%	$0.00	$175.70
22	CONCRETE MOW STRIP	$36,618.75	$36,618.75	$0.00	$0.00	$36,618.75	100.00%	$0.00	$1,830.94

FINAL APPLICATION FOR PAYMMENT

23	FOUL POLE	$13,037.00	$13,037.00	$0.00	$0.00	$13,037.00	100.00%	$0.00	$651.85
24	DUGOUT (INCL. FOOTING, WALLS, STEPS, PAYING & FLOOR DRAIN)	$114,450.00	$114,450.00	$0.00	$0.00	$114,450.00	100.00%	$0.00	$5,722.50
25	DUGOUT ROOF (INCL. FOOTING, ROOF & STRUCTURE)	$102,566.00	$102,566.00	$0.00	$0.00	$102,566.00	100.00%	$0.00	$5,128.30
26	DUGOUT BENCH	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$300.00
27	DUGOUT CABINET	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$300.00
28	TICKET PAVILION (INCL. FOOTING, ROOF & STRUCTURE)	$57,356.00	$57,356.00	$0.00	$0.00	$57,356.00	100.00%	$0.00	$2,867.80
29	LANDSCAPE ITEMS	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
30	IRRIGATION ITEMS	$80,395.00	$80,395.00	$0.00	$0.00	$80,395.00	100.00%	$0.00	$4,019.75
31	CONCRETE SIDEWALK, 4" DEPTH (INCL. BATTING CAGE SLABS)	$134,437.50	$134,437.50	$0.00	$0.00	$134,437.50	100.00%	$0.00	$6,721.88
32	COLORED & SCORED CONCRETE SIDEWALK, 4" DEPTH	$17,336.00	$17,336.00	$0.00	$0.00	$17,336.00	100.00%	$0.00	$866.80
33	CONCRETE SIDEWALK, 6" DEPTH REINFORCED	$22,902.00	$22,821.84	$0.00	$0.00	$22,821.84	~~99.65%~~ 100 %	~~$80.16~~ $0.00	$1,141.09
34	COLORED AND SCORED CONCRETE SIDEWALK, 6" DEPTH REINFORCED	$13,209.30	$13,209.30	$0.00	$0.00	$13,209.30	100.00%	$0.00	$660.47
35	CRUSHED STONE BASE, 6" DEPTH (UNDER 6" CONC SIDEWALK ONLY)	$5,600.00	$1,584.24	$0.00	$0.00	$1,584.24	~~28.29%~~ 100 %	~~$4,015.76~~ $0.00	$79.21
36	SINGLE BATTING CAGE - N. FIELD (FRAME & NETTING)	$25,405.00	$25,405.00	$0.00	$0.00	$25,405.00	100.00%	$0.00	$1,270.25
37	DOUBLE BATTING CAGE - S. FIELD (FRAME & NETTING)	$35,584.00	$35,584.00	$0.00	$0.00	$35,584.00	100.00%	$0.00	$1,779.20
38	BATTING CAGE ARTIFICIAL TURF (3 BATTING CAGES)	$5,821.20	$5,821.20	$0.00	$0.00	$5,821.20	100.00%	$0.00	$291.06
39	4" CPP, INCLUDING SELECT BACKFILL, SOCK, STRUCTURE EXCAVATION	$64,818.00	$64,818.00	$0.00	$0.00	$64,818.00	100.00%	$0.00	$3,240.90
40	6" CPP PIPE INCLUDING STRUCTURE EXCAVATION	$1,040.40	$1,040.40	$0.00	$0.00	$1,040.40	100.00%	$0.00	$52.02
41	8" PVP PIPE, WITH FLOOR DRAIN INCL. STRUCTURE EXCAVATION	$5,679.96	$5,679.96	$0.00	$0.00	$5,679.96	100.00%	$0.00	$284.00
42	12" CPP (INCL. SELECT BACKFILL, SOCK, STRUCTURE EXCAVATION	$49,200.75	$49,200.75	$0.00	$0.00	$49,200.75	100.00%	$0.00	$2,460.04
43	CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	$42,870.08	$36,225.22	$0.00	$0.00	$36,225.22	~~84.50%~~ 100 %	~~$6,644.86~~ $0.00	$1,811.26
44	REINFORCING STEEL	$14,240.00	$14,240.00	$0.00	$0.00	$14,240.00	100.00%	$0.00	$712.00
45	GRATING	$8,181.00	$8,181.00	$0.00	$0.00	$8,181.00	100.00%	$0.00	$409.05
46	ADJ. OF MANHOLES	$11,836.74	$7,891.16	$0.00	$0.00	$7,891.16	~~66.67%~~ 100 %	~~$3,945.58~~ $0.00	$394.56
47	ELECTRICAL & LIGHTING	$725,575.00	$725,575.00	$0.00	$0.00	$725,575.00	100.00%	$0.00	$36,278.75
48	CONSTRUCTION STAKING	$33,549.00	$33,549.00	$0.00	$0.00	$33,549.00	100.00%	$0.00	$1,677.45
49	MAINTENANCE OF TRAFFIC	$9,085.00	$9,085.00	$0.00	$0.00	$9,085.00	100.00%	$0.00	$454.25
50	MOBILIZATION	$362,945.00	$362,945.00	$0.00	$0.00	$362,945.00	100.00%	$0.00	$18,147.25
51	FLAGPOLE	$5,475.75	$5,475.75	$0.00	$0.00	$5,475.75	100.00%	$0.00	$273.79
52	LIGHT & BASE REMOVAL	$5,643.00	$5,643.00	$0.00	$0.00	$5,643.00	100.00%	$0.00	$282.15

FINAL APPLICATION FOR PAYMMENT

53	A1 - BLEACHER CANOPY (INCL. FOOTING, ROOD & STRUCTURE)	$211,698.00	$211,698.00	$0.00	$0.00	$211,698.00	100.00%	$0.00	$10,584.90
54	A2 - COOLING TECHNOLOGY INFILL (PER SPECIFICATION)	$45,980.00	$45,980.00	$0.00	$0.00	$45,980.00	100.00%	$0.00	$2,299.00
Change Orders									
55	4A - Unclassified Excavation, FM, AH	$47,215.14	$47,215.14	$0.00	$0.00	$47,215.14	100.00%	$0.00	$2,360.76
56	44A - REINFORCING STEEL	$6,387.00	$6,387.00	$0.00	$0.00	$6,387.00	100.00%	$0.00	$319.35
57	Remove & Replace Failed Storm Sewer	$147,528.94	$147,528.94	$0.00	$0.00	$147,528.94	100.00%	$0.00	$7,376.45
58	5A - Borrow @ 30" Pipe	$7,267.84	$7,267.84	$0.00	$0.00	$7,267.84	100.00%	$0.00	$363.39
59	Change Order # 2 - No Pricing	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
60	Change Order # 3: Replacement of Lurty St. Secondary Poles	$7,158.82	$7,158.82	$0.00	$0.00	$7,158.82	100.00%	$0.00	$357.94
61	Change Order # 4: Lighting & Paint	$11,619.51	$11,619.51	$0.00	$0.00	$11,619.51	100.00%	$0.00	$580.98
	GRAND TOTALS	$4,308,104.50	$4,257,921.38	$0.00	$0.00	$4,257,921.38	98.84%	~~$50,183.12~~	$212,896.07

$0.00 WKH

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT:
(name, address)

TO (General Contractor)
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

BOND NO.: GSA1400415
ARCHITECT'S PROJECT NO:
CONTRACT FOR: JAYCEE PARK FIELD IMPROVEMENTS CITY OF HATTIESBURG, MISSISSIPPI
CONTRACT DATE: August 3, 2022

Sub-CONTRACTOR:
JW Chain Contractors, LLC
20 Hegwood Rd Hattiesburg, MS 39402

In accordance with the provisions of the Contract between the General Contractor and the Sub-Contractor as indicated above, the
(here insert name and address of Surety Company)
The Gray Casualty & Surety Company
P.O. Box 6202 , Metairie, LA 70009-6202
SURETY COMPANY,

on bond *of* (here insert name and address of Sub-Contractor)
JW Chain Contractors, LLC
20 Hegwood Rd Hattiesburg, MS 39402
Sub-Contractor,

hereby approves of the final payment to the Sub-Contractor, and agrees that final payment to the Sub-Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of General Contractor)
City of Hattiesburg
PO Box 1898 Hattiesburg, MS 39403-1898
General Contractor

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 24th day of August, 2023

The Gray Casualty & Surety Company
Surety Company

Signature of Authorized Representative

Attest:
(Seal):

THE GRAY CASUALTY & SURETY COMPANY — SEAL

Fielden Mitts Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707 * CONSENT OF SURETY COMPANY TO FINAL PAYMENT - APRIL 1970 EDITION -AIA@
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THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA1400415
Principal: JW Chain Contractors, LLC
Obligee: City of Hattiesburg

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 24th day of August , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 24th day of August , 2023 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

AIA DOCUMENT G707

Bond No. GSA14004115

PROJECT:
(name, address)

TO (Owner)

City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403-1898

ARCHITECT'S PROJECT NO:

CONTRACT FOR: JAYCEE PARK FIELD IMPROVEMENTS CITY OF HATTIESBURG, MISSISSIPPI

CONTRACT DATE: August 3, 2022

CONTRACTOR: JW Chain Contractors, LLC
20 Hegwood Rd Hattiesburg, MS 39402

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

The Gray Casualty & Surety Company
P.O. Box 6202 , Metairie, LA 70009-6202 , SURETY COMPANY,

on bond of (here insert name and address of Contractor)

JW Chain Contractors, LLC
20 Hegwood Rd Hattiesburg, MS 39402 , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Hattiesburg
P O Box 1898 Hattiesburg, MS 39403-1898 , OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 17th day of July, 2023 .

The Gray Casualty & Surety Company
Surety Company

Signature of Authorized Representative

Fielden Mitts, Attorney-in-Fact
Title

THE GRAY CASUALTY & SURETY COMPANY SEAL

Attest:
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fielden Mitts**
on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.

Surety Bond Number: GSA14004115
Principal: JW Chain Contractors, LLC
Obligee: City of Hattiesburg

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both **The Gray Insurance Company** and **The Gray Casualty & Surety Company** at meetings duly called and held on the 26th day of June, 2003.

"**RESOLVED,** that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By: Michael T. Gray

Michael T. Gray
President, **The Gray Insurance Company**
and
Vice President,
The Gray Casualty & Surety Company

Attest: Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson
On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of **The Gray Insurance Company** and Vice President of **The Gray Casualty & Surety Company,** and Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of July , 2023 .





Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

JW CHAIN CONTRACTORS

August 24, 2023

City of Hattiesburg
Hattiesburg, Mississippi
Forrest County

Neel - Schaffer
704 Hardy Street
Hattiesburg, MS

RE: Jaycee Park Field Improvements

Dear Sirs,

JW Chain Contractors will provide a one (1) year warranty on all work performed for the referenced project. This project's one (1) year construction warranty period for the North Field will begin on May 18, 2023, and will end on May 18, 2024. This project's one (1) year construction warranty period, for the South Field April 15, 2023, and will end on April 15, 2024.

Please contact me if you have any questions or need any additional information.

Sincerely,
JW Chain Contactors

Mr. Robert Grissom
Vice President of Operations

AIA® Document G901MS™ – 2022

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF LAMAR

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY JW CHAIN CONTRACTORS, LLC (NAME OF CONTRACTOR) TO FURNISH PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO SAFELY PAINT ALL BACKSTOP POLES, DUGOUTS STRUCTURES, CANOPY STRUCTURES, AND TICKET BOOTH STRUCTURE PER PLANS AND SPECIFICATIONS. PROVIDE WORKMANSHIP WARRANTY PER SPECIFICATIONS. PROVIDE MANPOWER AND MATERIALS TO PREPARE ANY SURFACES THAT RECEIVE PAINT. (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS JAYCEE PARK FIELD IMPROVEMENTS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, AND IS OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $42,000.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 07/11/2023 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

Joseph Jansen
SIGNATURE

BY: Joseph Jansen
(PRINT NAME)

ITS: Owner
(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 22nd DAY OF August, 2023

Elizabeth Aycox
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 113411 ELIZABETH AYCOX Commission Expires August 16, 2027 COVINGTON COUNTY

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

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INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF LAMAR

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY JW CHAIN CONTRACTORS, LLC (NAME OF CONTRACTOR) TO FURNISH FENCING. (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS JAYCEE PARK FIELD IMPROVEMENTS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, AND IS OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $155,273.70, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 07/11/2023 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

Tyler Flores
SIGNATURE

BY: Tyler Flores
(PRINT NAME)

ITS: CFO
(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 22nd DAY OF August 2023

Elizabeth Aycox
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 113411 ELIZABETH AYCOX Commission Expires August 16, 2027 COVINGTON COUNTY

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

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INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF Lamar

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY JW CHAIN CONTRACTORS, LLC (NAME OF CONTRACTOR) TO FURNISH ELECTRIC (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS JAYCEE PARK FIELD IMPROVEMENTS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, AND IS OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $775,998.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 07/11/2023 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

SIGNATURE

BY: Mr. Bobby L. Chain, Jr.

(PRINT NAME)

ITS: President

(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 21st DAY OF August 2023

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 113411 ELIZABETH AYCOX Commission Expires August 16, 2027 COVINGTON COUNTY

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

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INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF LAMAR

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY JW CHAIN CONTRACTORS, LLC (NAME OF CONTRACTOR) TO FURNISH LABOR, MATERIALS, EQUIPMENT, AND JOBSITE REMOVAL FOR 18", 24", AND 30" REINFORCED CONCRETE PIPE IN THE OUTFIELD AND BEYOND OF THE "NORTH FIELD". REMOVE EXISTING JUNCTION BOX AT THE NORTHWEST CORNER OF THE "NORTH FIELD" ALONG WITH BOTH EXISTING JUNCTION BOXES IN THE OUTFIELD (TOTAL OF 3 BOXES TO BE REMOVED). PROVIDE, INSTALL, AND TIE-IN 30" CORRUGATED PLASTIC PIPE FROM NORTHWEST JUNCTION BOX TO 30" REINFORCED CONCRETE PIPE BEYONDTHE BOUNDARY OF INTENDED OUTFIELD. PROVIDE LABOR AND MATERIAL FOR CLEAN SAND INFILL FOR 6" BEDDING UP TO 12" ABOVE 30" CORRUGATED PLASTIC PIPE. PROVIDE LABOR AND EQUIPMENT FOR BACKFILLWITH ONSITE MATERIAL TO 12" BELOW SUBGRADE. PROVIDE LABOR AND EQUIPMENT FOR BACKFILL OF SELECT FILL AT TOP 12" OF EXCAVATION. PROVIDE SHORING EQUIPMENT FOR SAFE INSTALL OF NEW PIPE. PROVIDE MEANS TO COMPACT ENTIRE EXCAVATION TO SPECIFICATION UPON COMPLETION OF CHANGE ORDER SCOPE. (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS JAYCEE PARK FIELD IMPROVEMENTS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, AND IS OWNED BY THE CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $161,311.42, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 07/11/2023 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

Peyton Myers
SIGNATURE

BY: Peyton Myers
(PRINT NAME)

ITS: OWNER
(PRINT TITLE)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 113411 ELIZABETH AYCOX Commission Expires August 16, 2027 COVINGTON COUNTY

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 21st DAY OF August 2023

Elizabeth Aycox
NOTARY PUBLIC

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INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF LAMAR

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY JW CHAIN CONTRACTORS, LLC (NAME OF CONTRACTOR) TO FURNISH ATHLETICS FIELD. (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS JAYCEE PARK FIELD IMPROVEMENTS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, AND IS OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $1,621,217.29, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 07/11/2023 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

Haley Hayes
SIGNATURE

BY: Haley Hayes

(PRINT NAME)

ITS: Business Manager

(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 21st DAY OF August, 2023

Elizabeth Aycox
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 113411
ELIZABETH AYCOX
Commission Expires
August 16, 2027
COVINGTON COUNTY

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STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 173411
ELIZABETH AYCOCK
Commission Expires
August 16, 2027
COVINGTON COUNTY

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INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF LAMAR

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY JW CHAIN CONTRACTORS, LLC (NAME OF CONTRACTOR) TO FURNISH PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO SAFELY INSTALL STEEL FOR ALL CANOPY STRUCTURES AND TICKET BOOTH STRUCTURE PER PER PLANS AND SPECIFICATIONS. PROVIDE WORKMANSHIP WARRANTY PER SPECIFICATIONS. PROVIDE CERTIFIED MANPOWER AND MATERIALS TO PROPERLY WELD STRUCTURES AND CLEAN WELDS ONCE INSTALLED. (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS JAYCEE PARK FIELD IMPROVEMENTS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, AND IS OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $36,700.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 07/11/2023 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

SIGNATURE

BY:

(PRINT NAME)

ITS:

(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 30th DAY OF August, 2023.

NOTARY PUBLIC

State of Mississippi
LACEY N SAKCRISKA, Notary Public
Rankin County
My Commission Expires June 14, 2027
Commission Number 67109

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

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User Notes: (3B9ADA86)

Memorandum

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

From: **Ann Jones**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Approve Option to Purchase Agreement between City of Hattiesburg and 300 Hardy Street, LLC, to purchase property located at 300 Hardy Street as per attached agreement and authorize issuance of manual check for option amount.**
File Number: 2023-945
Minute Book #

Summary
Approve Option to Purchase Agreement between City of Hattiesburg and 300 Hardy Street, LLC, to purchase property located at 300 Hardy Street as per attached agreement and authorize issuance of manual check for option amount.

Recommendation Statement
I recommend that Council approve this agreement.

Please place this on the December 19, 2023 City Council meeting for consideration.

OPTION TO PURCHASE REAL ESTATE

FOR AND IN CONSIDERATION of the sum of Five Thousand Nine Hundred Twenty Five Dollars ($5,925.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency whereof are hereby agreed, we, the undersigned Seller, 300 HARDY STREET, LLC, a Mississippi limited liability company, hereinafter for convenience called "300 HARDY STREET," does hereby grant unto CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation, hereinafter for convenience called “CITY,” the exclusive right to purchase the property hereinafter described on the terms, as follows, to-wit:

1.

300 HARDY STREET is presently the owner of the property in Hattiesburg, Forrest County, Mississippi, which property is described in Exhibits “A”, “B” and “C” attached hereto and made a part hereof by reference, subject to a twenty (20) foot easement for ingress and egress, which easement is described in Exhibit “B” attached hereto and made a part hereof by reference.

2.

300 HARDY STREET represents that it owns said property, and improvements and appurtenances thereon, in fee simple, or at the time of the execution of the Warranty Deed hereinafter provided for, said property will be owned by Seller in fee simple, free and clear of all liens.

3.

This Option shall be in force and effect until 11:59 p.m., CDT, June 15, 2024, and shall extend to CITY the exclusive right and option during said time to purchase the property and

easement described on Exhibits “A”, “B” and “C” for the total purchase price and consideration of One Hundred Ninety Seven Thousand Five Hundred Dollars ($197,500.00).

4.

If CITY chooses under this Option to exercise its option to purchase said property and buildings and improvements and appurtenances thereon for said total price of One Hundred Ninety Seven Thousand Five Hundred Dollars ($197,500.00), then and in that event the consideration paid for this Option, to-wit: Five Thousand Nine Hundred Twenty Five Dollars ($5,925.00), shall be applied on the total purchase price of One Hundred Ninety Seven Thousand Five Hundred Dollars ($197,500.00), so that in the event of the exercise of this Option a balance of One Hundred Ninety One Thousand Five Hundred Seventy Five Dollars ($191,575.00), shall be paid to Seller.

5.

In the event CITY fails during said option period so set forth above to exercise its right to purchase said properties under this Option Agreement, then and in that event the consideration paid for this Option Agreement, to-wit: Five Thousand Nine Hundred Twenty Five Dollars ($5,925.00) in cash, shall be forfeited to 300 HARDY STREET, CITY having no claim of any kind as to said Five Thousand Nine Hundred Twenty Five Dollars ($5,925.00), except as a credit against the purchase price of One Hundred Ninety Seven Thousand Five Hundred Dollars ($197,500.00) as set forth in paragraph 4. above.

6.

In the event CITY exercises its Option hereunder, and tenders said sum of One Hundred Ninety One Thousand Five Hundred Seventy Five Dollars ($191,575.00) in cash to Seller on or before 11:59 p.m., CDT, June 15, 2024, then 300 HARDY STREET covenants to deliver on or

before July 15, 2024, the said property herein, said conveyance to be in the form of a general Warranty Deed, conveying said land in fee simple to the CITY, free and clear of all liens, “as is“ and “where is”. CITY acknowledges it has had full opportunity to inspect the property and is taking the property in its current condition.

7.

In the event of the exercise of this Option, CITY will, as an additional consideration, pay the pro rata ad valorem taxes assessed against the property for 2024. If the CITY does not exercise its option to purchase the property, CITY shall have no responsibility to pay the ad valorem taxes for 2024.

8.

The terms, covenants, conditions and provisions hereof shall extend to the CITY and 300 HARDY STREET, their heirs, representatives, successors and assigns, but only on the conditions herein named, it being specifically agreed that the covenants, conditions, and stipulations hereof shall be fully binding upon the heirs, representatives, successors, and assigns of said the CITY and 300 HARDY STREET.

9.

If on or before the option period hereinabove set forth, CITY has not exercised its option to purchase as provided for herein, then this instrument shall become null, void, and of no effect, and as if never entered into, and shall no longer remain binding upon the parties hereto in any respect.

10.

If CITY chooses under this Option to exercise its option to purchase said property and buildings and improvements and appurtenances thereon in their “as is” condition according to

the terms and conditions hereof, then at the time of the delivery of the general Warranty Deed contemplated herein, 300 HARDY STREET will furnish a certificate of title which will be sufficient for CITY at its sole option to obtain title insurance thereon.

11.

Any notice, or notice of exercise of option, or payment or delivery required herein shall be deemed sufficient if mailed by certified mail or hand delivered to the following addresses, and any payment shall be deemed sufficient if made payable to:

(a) SELLER: 300 HARDY STREET, LLC
Attn: Mr. Kevin Goffinet, Manager
3550 Rabbits Foot Trail
Lexington, KY 40503
With copy to David Ott by email at dott@bnlawfirm.com

(b) BUYER: City of Hattiesburg, Mississippi
c/o Ms. Ann Jones, CAO
P. O. Box 1898
Hattiesburg, MS 39403
With copy to Marlo Dorsey and Ann James by email at
_____ and _____.

12.

300 HARDY STREET agrees that during the Option period described above CITY may conduct surveys of the property as it may require, including, but not limited to, topographical surveys.

13.

This Agreement constitutes the entire agreement between the parties and may not be modified except in writing executed by both parties.

WITNESS the signatures of the Buyer and Seller, in duplicate, on this, the _____ day of _____, 2023.

SELLER:

300 HARDY STREET, LLC

By: _____

BUYER:

CITY OF HATTIESBURG, MISSISSIPPI

By:_____
Toby Barker, Mayor

ATTEST:

_____
Kermas Eaton, City Clerk

STATE OF _____

COUNTY OF _____

This day personally came and appeared before me, the undersigned authority at law in and for said county and state, _____who acknowledged to me that he is_____ of 300 HARDY STREET, LLC, and that for and on behalf of said company signed, executed and delivered the above and foregoing Option to Purchase Real Estate on the day and year and for the purposes therein set forth, after being authorized so to do.

GIVEN under my hand and official seal of office on this, the _____ day of _____, A. D., 2023.

_____
NOTARY PUBLIC

My Commission Expires:

_____

(S E A L)

STATE OF MISSISSIPPI

COUNTY OF FORREST

This day personally came and appeared before me, the undersigned authority at law in and for said county and state, Toby Barker and Kermas Eaton, who acknowledged that they are Mayor and City Clerk, respectively, of THE CITY OF HATTIESBURG, MISSISSIPPI, and that being duly authorized so to do, they signed, executed and delivered the above and foregoing Option to Purchase Real Estate on the day and year and for the purposes therein set forth as the act and deed of the said CITY OF HATTIESBURG, MISSISSIPPI.

GIVEN under my hand and official seal of office on this, the _____ day of _____, A. D., 2023.

_____
NOTARY PUBLIC

My Commission Expires:

_____

(S E A L)

APPRAISAL OF:

A Commercial Building located at
300 Hardy Street
Hattiesburg, Mississippi 39401

AS OF:

October 13, 2021

PREPARED FOR:

Community Bank of Mississippi
Attention: Debbie Butler
909 N 16th Ave.
Laurel, MS 39440

PREPARED BY:

Gates Appraisal Services, Inc.
Real Estate Appraisers & Consultants
P.O. Box 15491
Hattiesburg, MS 39404
(601) 261-0190

Gates Appraisal Services, Inc.
Real Estate Appraisers & Consultants
P.O. Box 15491
Hattiesburg, MS 39404
(601)261-0190 (Office) (601) 336-5490 (Fax)

Community Bank
909 N 16th Ave
Laurel, MS 39440

October 19, 2021

RE: Appraisal Report 300 Hardy Street, Hattiesburg, MS

Attention: Debbie Butler:

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents discussions of the data, reasoning, and analyses that are used in the appraisal process to develop an opinion of value.

The property, neighborhood and comparable data have been inspected, and an investigation of the current real estate market has been performed. The purpose of which is to arrive at an estimate of market value of the fee simple interest of the subject. Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that as of October 13, 2021, and subject to the limiting conditions set forth in this report, the subject is to be appraised based on an "as-is" condition**:**

"As Is" Market Value: $195,000

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

Thank you for the privilege of serving you.

Respectfully Submitted By:



Mike Gates
State Certified General Appraiser #GA-134

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INTRODUCTION

IDENTIFICATION OF THE PROPERTY

The subject of this appraisal is a commercial building located at 300 Hardy Street, Hattiesburg, Forrest County, MS. A legal description is included in the addendum following the report. It is located as parcel number: 2-029O-10-037.00.

EXECUTIVE SUMMARY

The following information presents a brief description of the subject property and summarizes the conclusions of this appraisal report.

Date of Value Estimate:	October 13, 2021
Property Rights Appraised:	Fee Simple
Estimated Exposure Period:	9 to 30 months

Valuation	The Sales Comparison Approach	$195,000
	Market Value Estimate:	
	"As Is" Condition	**$195,000**

PROPERTY SUMMARY

Site Data	S*ize*:	22,600 SF or 0.52 acres +/-
	Shape:	Irregular
	Frontage:	*280'* on Hardy Street *203'* on Corinne Street
	Zoning:	B-3, Community Business District
	Floodplain:	Flood Zone X Not a flood prone area.
	FEMA Map Number/Date:	Map #28035C0108D Date: March 2, 2010
	Utilities:	All city utilities available
	Topography:	Mostly Level to Gently Sloping
	Parking:	Adequate/ Front & Side
	Excess Land:	None

Comments:

The property is located on center of the downtown area of Hattiesburg. There is adequate parking.

Building Data	*Gross Building Area*:	7,820 SF
	Number of Stories:	2 Story
	Age:	1925 +-
	Condition:	Fair(Unfinished) See comments
	Effective Age:	45 years
	Total Economic Life:	75 years
Exterior:	*Exterior Walls:*	Metal
	Foundation:	Slab
	Roof:	Metal
	Windows:	Wood frame

Comments:
The front half of the building is 2-story and the back half of the building is one story. The subject has had heavy demolition and has been taken down to the studs on the inside. With this being an "as-is" appraisal, there is no access to plans or specifications to future renovations or changes.

Interior:	*Walls:*	Sheetrock
	Ceiling:	Wood/ Decorative Spray Insulation
	Floors:	Concrete, Laminate
	Heat/Cool:	Central heating and cooling
	Lighting:	Incandescent lighting

ENVIRONMENTAL CONDITIONS

My value assumes the property to be environmentally safe and in compliance with environmental rules and regulations. No asbestos was observed during this inspection, but if present is to be removed and remediated as within environmental regulations as part of the renovation process. I am unaware of any other environmental or hazardous conditions regarding the building. However, the age of the building suggest the possibility of lead paint and asbestos. Any concerns should be addressed by an expert in that field.

PURPOSE OF THE APPRAISAL AND MARKET VALUE DEFINITION

The purpose of this appraisal is to estimate the present market value of the subject property.

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

* Buyer and seller are typically motivated.
* Both parties are well informed or well advised, and acting in what they consider their own best interest.
* A reasonable time is allowed for exposure in the open market.
* Payment is made in terms of cash in U.S. dollars or in terms or financial arrangements comparable thereto.
* 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.

* Office of the Comptroller of the Currency Under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f [.)

INTENDED USE OF THE APPRAISAL

This appraisal will provide the lender, Community Bank of Mississippi, with an estimate of the market value for the subject for loan underwriting and/or credit decision purposes.

INTENDED USER

It is intended that this report be used by Community Bank of Mississippi and/or its designees.

PROPERTY RIGHTS APPRAISED

In this appraisal, I have estimated the fee simple value which is defined as follows:

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

Appraisal Institute, The Dictionary of Real Estate Appraisal, (Chicago: Appraisal Institute, 3rd edition, 1993) Page 140

The subject is vacant with no leases.

DATE OF APPRAISAL

A physical inspection of the subject property was made by Mike Gates on October 13, 2021, which is the effective date of this appraisal.

OWNERSHIP HISTORY OF SUBJECT

The subject has been owned for a period longer than 3 years prior to this report. The property is presently not listed for sale per the MLS. The subject is under contract for $177,000, according to the sales contract

TAXES

According to the Forrest County tax office, the property is identified in separate parcels as follows:

Parcel #: 2-029O-10-037.00 / PPIN 019359
True Value: $139,140 / Assessed Value: $20,872
Total taxes for 2018: $3,855.89

Taxes are paid as of the effective date of this report.

AREA/NEIGHBORHOOD SUMMARY

The subject is located in the downtown area of Hattiesburg in an area which is bound by Werst 4th Street to North, Highway 49 to the West, W Pine Street to the South, and West Front Street to the East. This area comprises a mixture of downtown business uses which include professional office space, some older retail and commercial uses. Nearby land uses include financial institutions, law offices, city hall and other governmental offices. It is typical for this area to have live/work type businesses as well. The subject is located just on the outskirts of the Downtown Hattiesburg area in a commercia/retail/industrial area. It is located immediately to the North of the train tracks and Hattiesburg Train Station.

Property values in the CBD have been relatively stable in recent years with some limited new development. The value outlook for the area is considered stable for this section of the city. Renovation of older buildings like the subject continues to revitalize the downtown area. There have been multiple renovations and revitalization projects within the downtown area. The train station, restaurants and event venues, loft style apartments, and boutique and craft style shopping has been the trend in recent years. The neighborhood is growing, and, with the renovation of the subject buildings, will continue to grow and rehabilitate the downtown area.

SCOPE OF WORK

To prepare this appraisal, a physical inspection of the subject property's both interior and exterior was made. Site and building size were based on tax maps, personal inspection, and public data. All three approaches to value (sales comparison, income approach and cost approach) were considered to value the subject; however, only the most applicable approaches were developed within this report to estimate a credible value result.

To develop comparable improved sales, I contacted local real estate professionals, tax assessors, land owners, developers, and gathered recorded information from local court houses. Information was confirmed by talking with buyers, sellers, brokers or appraisers involved in the transaction.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. There may be other supporting documentation retained in my files.

The scope of this report included the research and collection of data pertaining to recent economic development and real estate sales and leasing activity in Hattiesburg, Mississippi. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers. A personal inspection of the site was made including taking photographs and measurements. Building description is made from the inspection and plans and specifications provided by the borrower. The subject includes several angled walls. The size is based on the best measurements possible. The exact size may vary somewhat.

MARKETING PERIOD

Exposure time can be defined as: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of real estate and under various market conditions. Exposure time is always presumed to occur prior to the effective date of the appraisal and is substantiated by related facts in the appraisal report: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information; and the analysis of future income expectancy.

In applying the market value definition of this appraisal, a reasonable exposure time of 9 to 24 months, has been estimated. In arriving at this estimate I have considered: the local economy and supply and demand; information gathered through comparable sales verification; and interviews with knowledgeable market participants.

Marketing time, however, is an estimate of the amount of time it takes to sell a property interest at the estimated market value during the period after the effective date of the appraisal. An estimate of marketing time is not intended to be a prediction of a date of sale. It is inappropriate to assume that the value as of the effective date of an appraisal remains stable during a marketing period. Additionally, I have considered market factors external to this appraisal report and have concluded that a reasonable marketing time for the subject is 9 to 24 months.

VALUATION PROCESS

There are three recognized methods, or approaches, available to estimate the value of real property. Each of the methods is briefly discussed below.

I. THE COST APPROACH - The fundamental principle supporting the cost approach is the principle of substitution. This principle acknowledges that no prudent investor will pay more for a property than the amount for which they can obtain a similar site and construct a building of equal desirability and utility without an undue time delay. First, the value of the land, as vacant and available to be developed to its highest and best use, is estimated, and the cost to construct similar improvements to the land is estimated. The estimated loss in value from all causes is subtracted from this amount, resulting in a value estimate for the subject property. Because of the difficulty associated with accurately estimating accrued depreciation, the value estimate from the cost approach is, generally, more credible when valuing recently constructed improvements or improvements for which a limited market exists (special purpose properties i.e., churches, museums, schools, etc.).

II. THE SALES COMPARISON APPROACH - The underlying principles supporting the sales comparison approach are the principles of substitution and of contribution. The principle of contribution maintains that the value of a particular component is measured in terms of its contribution to the value of the whole property, or as the amount that its absence would detract from the value of the whole. Under this presumption, the value of the subject property is estimated by comparing the subject property with recent sales of similar properties, using a similar unit of comparison i.e., per square foot, per rental unit, etc. Their actual sales price is adjusted to reflect the price a buyer might pay, under current market conditions, for a property with characteristics similar to the subject property. The reliability of the value estimate using the sales comparison approach is directly related to the recency and similarity of the comparable sales selected.

III. THE INCOME APPROACH - The final valuation method, the income approach, is supported by the principle of anticipation. The principle of anticipation is the perception that value is created by the expectation of benefits to be derived in the future. In the case of an income producing property, these benefits consist of periodic income to the property and the net proceeds from the sale of the property at the end of the holding period (often referred to as the reversion). A stabilized level of income and expenses is estimated for the subject property and resultant net operating income is capitalized into value. The value estimate resulting from the income approach is normally the most reliable value estimate for income producing properties. The subject is a vacant unfinished structure. The income approach is not considered.

HIGHEST AND BEST USE (As Vacant)

The subject is located in the downtown area of Hattiesburg. Since the neighborhood is mostly developed and has been for a number of years, demand for vacant land at this location is high. Typically, smaller parcels are marketed and sold based on a higher value per unit of area than larger parcel – all other features being equal or comparable. The topography of all the subject sites is considered average and does not inhibit its utility. The size and location of the parcel are the most important determinants of value. In general, the larger the site, the greater it's potential to achieve economies of scale and flexibility in development. A commercial type development would most likely suit property because of its size, zoning, and surrounding uses.

The subject sites have all of the physical aspects to be developed to most any conforming use. The sites are zoned B-3, Business. The lots are located in an area of mostly commercial development.

Considering the surrounding land uses and all of the aspects of the subject lots, it is my opinion that commercial development would bring the highest return to the land; therefore, the highest and best use of the lots as though vacant would be for commercial retail use.

HIGHEST AND BEST USE (As Improved):

The subject is currently vacant. Nearby business in the area that are thriving are special event venues and retail/ flea market type businesses. It is clear that the improvements contribute value to the property far and above the raw land value; therefore, it would make no economic sense to remove the building from the lot. Considering this and other surrounding uses, it is my opinion that a commercial use would constitute a highest and best use of the site.

CONCLUSIONS OF

THE SALES COMPARISON APPROACH

SALES COMPARISON APPROACH

The sales comparison approach is essential to almost every appraisal of the value of real property. The value estimated by this approach frequently is defined as "the price at which a willing seller would sell and a willing buyer would buy, neither being under abnormal pressure." This definition, took from the Appraisal Terminology and Handbook, published by the American Institute of Real Estate Appraisers, is based on the assumption that both buyer and sellers are fully informed as to the property and state of the market for that type of property, and that the property has been exposed in the open market for a reasonable time.

The application of this approach produces an estimate of value of a property by comparing it with similar properties of the same type and class which have been sold recently or are currently offered for sale in the same or competing areas.

The sales comparison approach often is referred to as the market data approach. The value estimate found by the use of this approach considers the reaction of informed buyers and sellers in the market.

The sales comparison approach is based upon the economic principle of "substitution." According to the principle of "substitution" as it applies to real estate, the value of a property tends to be established by the prices currently being paid for similar properties.

Regardless of the exact wording of the definition, market value contemplates the consummation and the passing of title under the following conditions:

* Buyer and seller are free of undue stimuli and are motivated by no more than the reactions of typical owners;
* Both parties are well informed and well advised and act prudently, each for what he considers being his own best interest;
* A reasonable time is allowed to test the market; and
* Payment is made in cash or in accordance with financing terms available in the community for the property types in its locale.

IMPROVED COMPARABLE SALE NO. 1								
								
Address:	1307 Adeline Street							
City/State:	Hattiesburg, Forrest Co., MS							
PHYSICAL DATA								
Age:		1978						
No. of Units:		1						
Gross Building Area:		2,004						
Average Unit Size:		2,004						
Land Area Size	0.13	Acres						
	5,663	S.F.						
SALES DATA								
Grantor:	MLS# 116611							
Grantee:	N/A							
Date of Sale:		08/19/2019						
Sales Price:		$85,000						
Land Value:		$17,000						
Terms:		Cash to the Seller						
Occupancy At Sale & Condition:		100%	Fair to Average					
Price/Unit:		$85,000						
Price/Per S.F.		$42.42	Overall	Building Only		$33.93		
Adjustments:		$0						
Legal Description:		Section 9, Township 04 North, Range 15 West, Forrest Co,, MS						
Recording/Deed Book/Page		N/A						
COMMENTS								
Office building with lobby, multiple offices, restrooms.								

IMPROVED COMPARABLE SALE NO. 2						
						
Address:	215 Mobile St					
City/State:	Hattiesburg, MS					
PHYSICAL DATA						
Age:		1930				
No. of Units:		1				
Gross Building Area:		6,904				
Average Unit Size:		6,904				
Land Area Size	0.36873	Acres				
	16,062	S.F.				
SALES DATA						
Grantor:	N/A					
Grantee:	Aurora Entertainment, LLC					
Date of Sale:			09/14/2010			
Sales Price:			$200,000			
Land Value:			N/A			
Terms:			Cash to the Seller			
Occupancy At Sale & Condition:			100%	Average		
Price/Unit:			$200,000			
Price/Per S.F.			$28.97	Overall	Building Only	N/A
Adjustments:			$0			
Legal Description:			N/A			
Recording/Deed Book/Page			Book 1089, Page 135			
COMMENTS						
Two Story retail/office building with a second level apartment.						
INCOME INFORMATION						
Effective Gross Income:			N/A			
Expenses:			N/A			
Net Operating Income:			N/A			
Effective Gross Income Multiplier:			N/A			
OAR:			N/A			

IMPROVED COMPARABLE SALE NO. 3						
Name:						
Address:	201 West Pine Street					
City/State:	Hattiesburg, MS					
PHYSICAL DATA						
Age:		1925				
No. of Units:		1				
Gross Building Area:		5,350				
Average Unit Size:		5,350				
Land Area Size	0.062	Acres				
	2,700	S.F.				
SALES DATA						
Grantor:	Kensyton Corporation, LLC					
Grantee:	MC Mississippi Properties, LLC					
Date of Sale:			12/31/2018			
Sales Price:			$380,000			
Land Value:			N/A			
Terms:			Cash to the Seller			
Occupancy At Sale & Condition:			100%	Average		
Price/Unit:			$380,000			
Price/Per S.F.			$71.03	Overall	Building Only	N/A
Adjustments:			$0			
Legal Description:			N/A			
Recording/Deed Book/Page			MLS#114631			
COMMENTS						
Open floorplan with 2,640 SF on the first level and 2,710 on the second. The second level includes three apartments and one office. First level is a restaurant leased for $2,310/Month. The three apartments are 1BR1BA and are rented from $750-$950 per month.						
INCOME INFORMATION						
Effective Gross Income:			N/A			
Expenses:			N/A			
Net Operating Income:			N/A			
Effective Gross Income Multiplier:			N/A			
OAR:			N/A			

IMPROVED COMPARABLE SALE NO. 4						
						
Address:	205 Main Street/104 Buschman					
City/State:	Hattiesburg, MS					
PHYSICAL DATA						
Age:		1900				
No. of Units:		2				
Gross Building Area:		4,230				
Average Unit Size:		2,115				
Land Area Size	0.32	Acres				
	14,000	S.F.				
SALES DATA						
Grantor:	Impression by Stone					
Grantee:	Yokel Market, LLC					
Date of Sale:			09/14/2011			
Sales Price:			$140,000			
Land Value:			N/A			
Terms:			Cash to the Seller			
Occupancy At Sale & Condition:			100%	Average		
Price/Unit:			$70,000			
Price/Per S.F.			$33.10	Overall	Building Only	N/A
Adjustments:			$0			
Legal Description:			N/A			
Recording/Deed Book/Page			DB 1112, PG 510			
COMMENTS						
205 Main Street was purchased for a Health Food Store, and 104 Buschman was a residential duplex.						
INCOME INFORMATION						
Effective Gross Income:			N/A			
Expenses:			N/A			
Net Operating Income:			N/A			
Effective Gross Income Multiplier:			N/A			
OAR:			N/A			

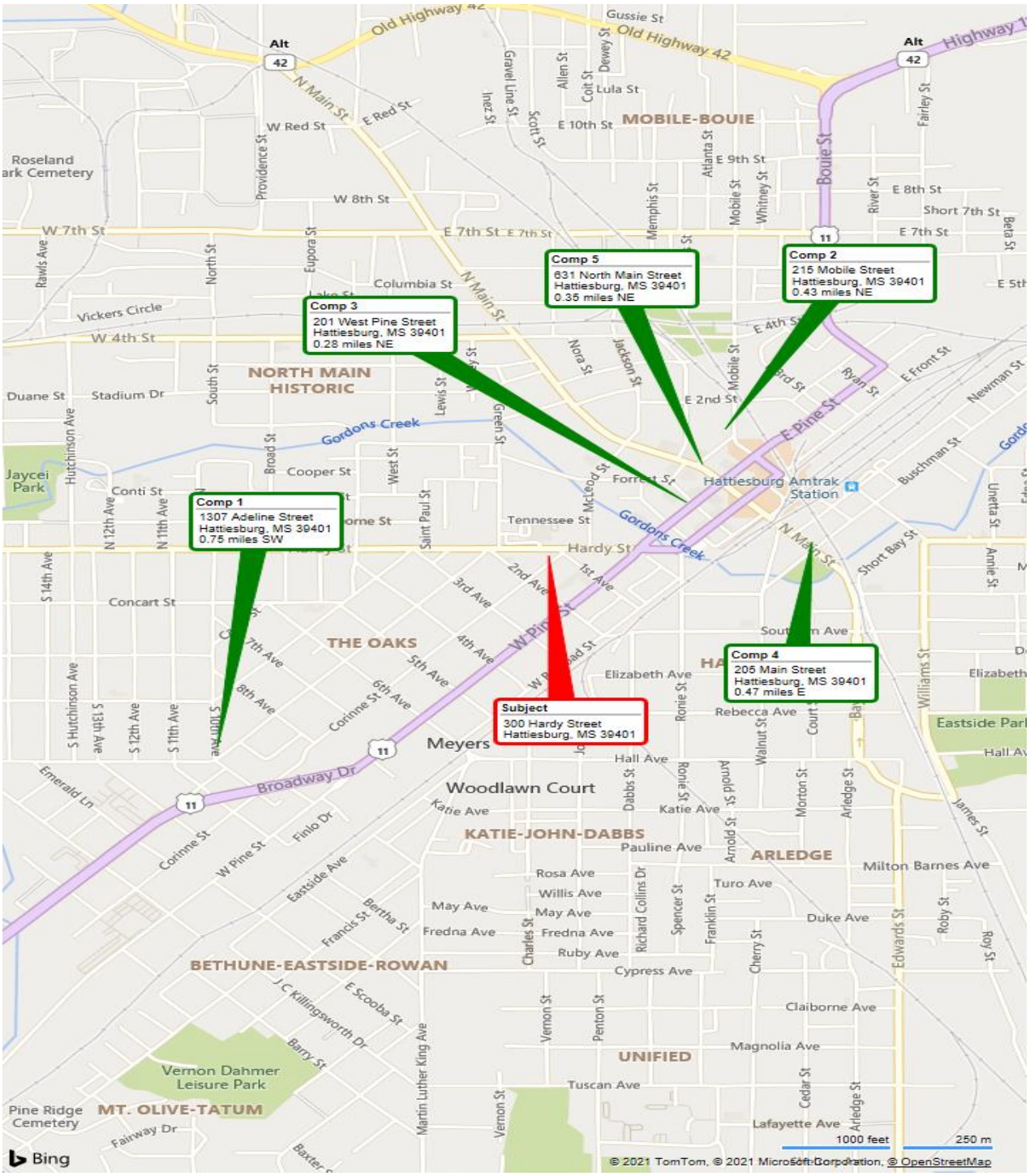
IMPROVED COMPARABLE SALE NO. 5						
						
Address:	631 North Main Street					
City/State:	Hattiesburg, MS					
PHYSICAL DATA						
Age:		1903				
No. of Units:		1				
Gross Building Area:		4,033				
Average Unit Size:		4,033				
Land Area Size	0.08	Acres				
	3,576	S.F.				
SALES DATA						
Grantor:	Greenbriar Properties, LLC					
Grantee:	Inslaw Properties, LLC					
Date of Sale:			05/09/2012			
Sales Price:			$145,000			
Land Value:			N/A			
Terms:			Cash to the Seller			
Occupancy At Sale & Condition:			100%	Average		
Price/Unit:			$145,000			
Price/Per S.F.			$35.95	Overall	Building Only	N/A
Adjustments:			$0			
Legal Description:			N/A			
Recording/Deed Book/Page			MLS#85442			
COMMENTS						
This is a 1.5 story building with a lower level having a restaurant space with dining area, kitchen, and two restrooms. The upper level is used as office space with a separate side entrance.						
INCOME INFORMATION						
Effective Gross Income:			N/A			
Expenses:			N/A			
Net Operating Income:			N/A			
Effective Gross Income Multiplier:			N/A			
OAR:			N/A			

ADJUSTMENT GRID OF IMPROVED SALES

Sale No.	1	2	3	4	5
Sale Date	3/2016	9/2010	12/2018	9/2011	5/2012
Size (S.F.)	11,546	6,904	5,350	4,230	4,033
Price/Per Square Foot	$41.40	$28.97	$71.03	$33.10	$35.95
Price Per Unit	$478,000	$200,000	$380,000	$140,000	$145,000
No. of Units	1	1	1	1	1
Age	1920	1930	1925	1900	1903
Condition	Average	Average	Average	Average	Average
Land Area	0.19	0.37	0.62	0.32	0.08
Adjustments					
Financing	0.00%	0.00%	0.00%	0.00%	0.00%
Conditions of Sale	0.00%	0.00%	0.00%	0.00%	0.00%
Market Conditions-Time	0.00%	0.00%	0.00%	0.00%	0.00%
Size Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%
Location Adjustment	0.00%	0.00%	-10.00%	-10.00%	-5.00%
Age Adjustment	0.00%	-5.00%	-2.00%	10.00%	8.00%
Condition Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%
Quality/Finish/Other	-35.00%	-35.00%	-35.00%	-35.00%	-35.00%
Net Adjustment	-35.00%	-40.00%	-47.00%	-35.00%	-32.00%
Adjusted Value P.S.F.	$26.91	$17.38	$37.65	$21.52	$24.45

Unadjusted Range	$28.97 psf to	$71.03 psf
Adjusted Range	$17.38 psf to	$37.65 psf
Adjusted Average	$25.58 psf	

LOCATION MAP OF IMPROVED SALES



CONCLUSIONS OF THE SALES COMPARISON APPROACH

The subject is a custom style commercial building in downtown Hattiesburg that will be in average condition after renovations. It is located in a location Northeast of the main downtown area. The sales included in the grid above were considered most similar for overall comparability in location, size, function, age, and quality/condition. Sales price per square foot is calculated for the improvements and land in the adjustment grid.

Adjustments were made for quality, construction, size, age, etc. The above sales, after considering the differences noted, indicate an adjusted value range from $17.38 to $37.65 per square foot for the building improvements and land. All the sales have been adjusted down 35% for the subject's unfinished condition. Within that range, I estimate a value for the subject improvements to be calculated as follows:

Building		7,820	S.F. @	$ 25.00	=	$ 195,500
Total						$ 195,500
Rounded						**$ 195,000**

RECONCILIATION

In this report, I have used the following approaches to estimate the "as complete" value of the subject property. These approaches indicated the following:

Sales Comparison Approach: ***$195,000***

The cost approach requires an estimate of the depreciated replacement cost of the improvements and an estimate of land value. Added together, they provide an estimate of market value for the whole property. However, it is most applicable to newer or almost new buildings. Although it is to be updated, the subject is an older building and depreciation can be difficult to calculate. In this report, this approach has not been developed for the subject.

In the sales comparison approach, sales of other professional office buildings are used to estimate the value of the improvements. This approach simulates the thinking of typical buyers, sellers, and intermediaries who make up the market for the subject and comparable properties in order to forecast their behavior in future transactions. The main weakness of this approach is the lack of good comparable sales. Some emphasis is placed on this approach in final value estimation.

An income producing property is typically purchased for investment purposes, and the projected net income stream is the critical factor affecting its market value. The subject is not leased and unfinished; therefore, this approach is not considered.

RECONCILIATION

In consideration of the quantity and quality of data available, I have relied on the most applicable approaches to estimate value for the subject. Therefore, as of the effective date of this report, subject to the attached limiting conditions, I estimate the "AS IS" market value for the subject to be:

One Hundred Ninety-Five Thousand Dollars
$195,000

Insurable Building Value

The client has also requested an insurable building value. Because of the unfinished condition of the subject and the appraisal based on as is condition, we could not provide an insurable building value. A reputable local insurance agency should be consulted to obtain such.

A D D E N D A

SUBJECT PHOTOGRAPHS



Front View of Subject



Rear View of Subject

SUBJECT PHOTOGRAPHS



Canopy View



Dining Area View

SUBJECT PHOTOGRAPHS



Kitchen View



Kitchen View

SUBJECT PHOTOGRAPHS



View of Retail Area



View of Restroom

SUBJECT PHOTOGRAPHS

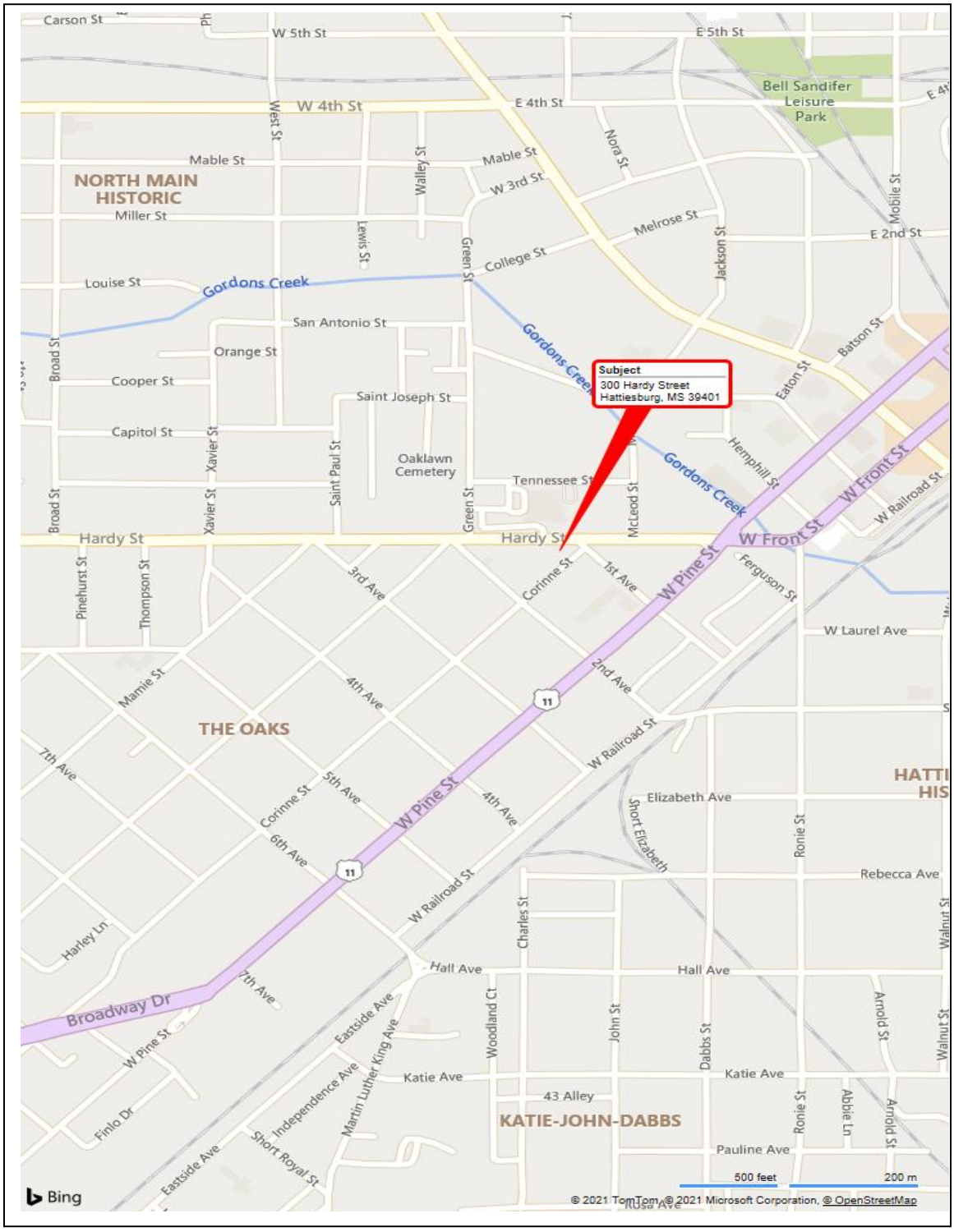


Street View of Subject



Street View of Subject

LOCATION MAP

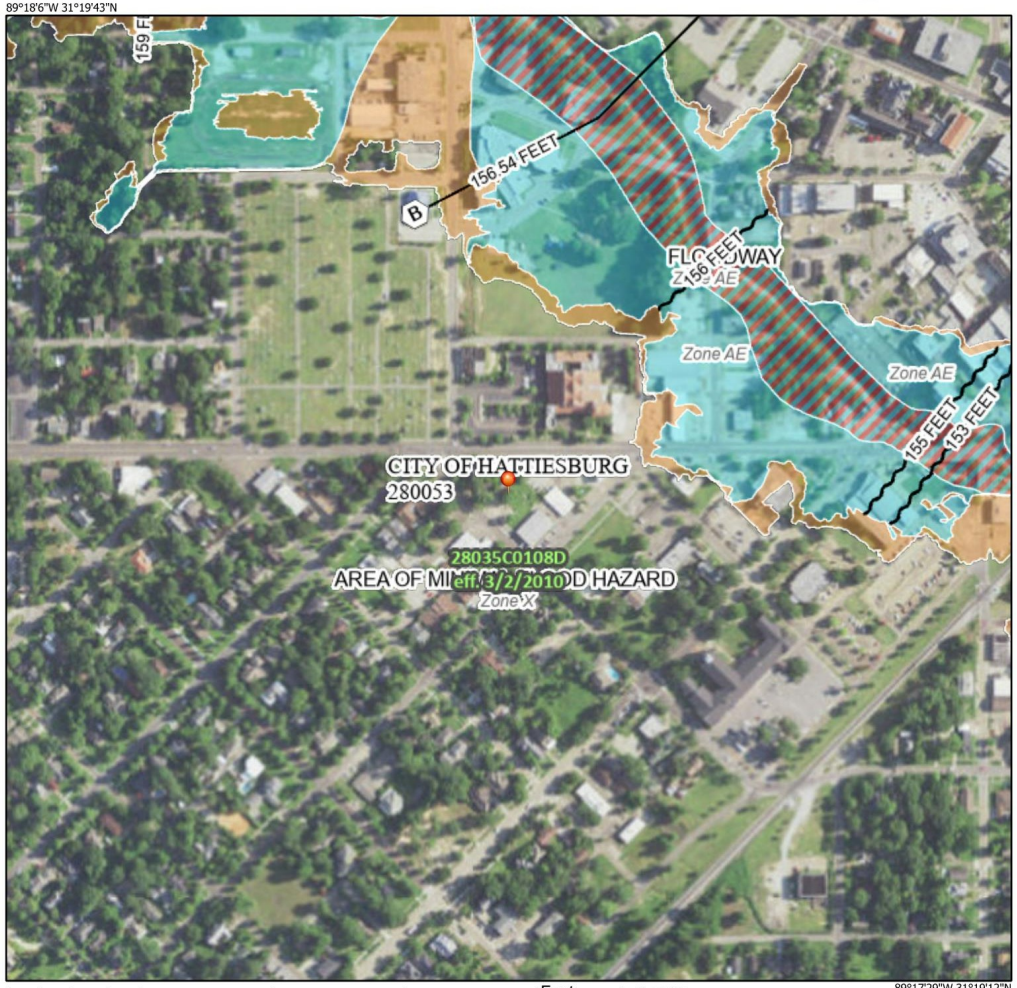


FLOOD MAP

National Flood Hazard Layer FIRMette

FEMA

89°18'6"W 31°19'43"N



89°17'29"W 31°19'12"N

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

1:6,000

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

Legend

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

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

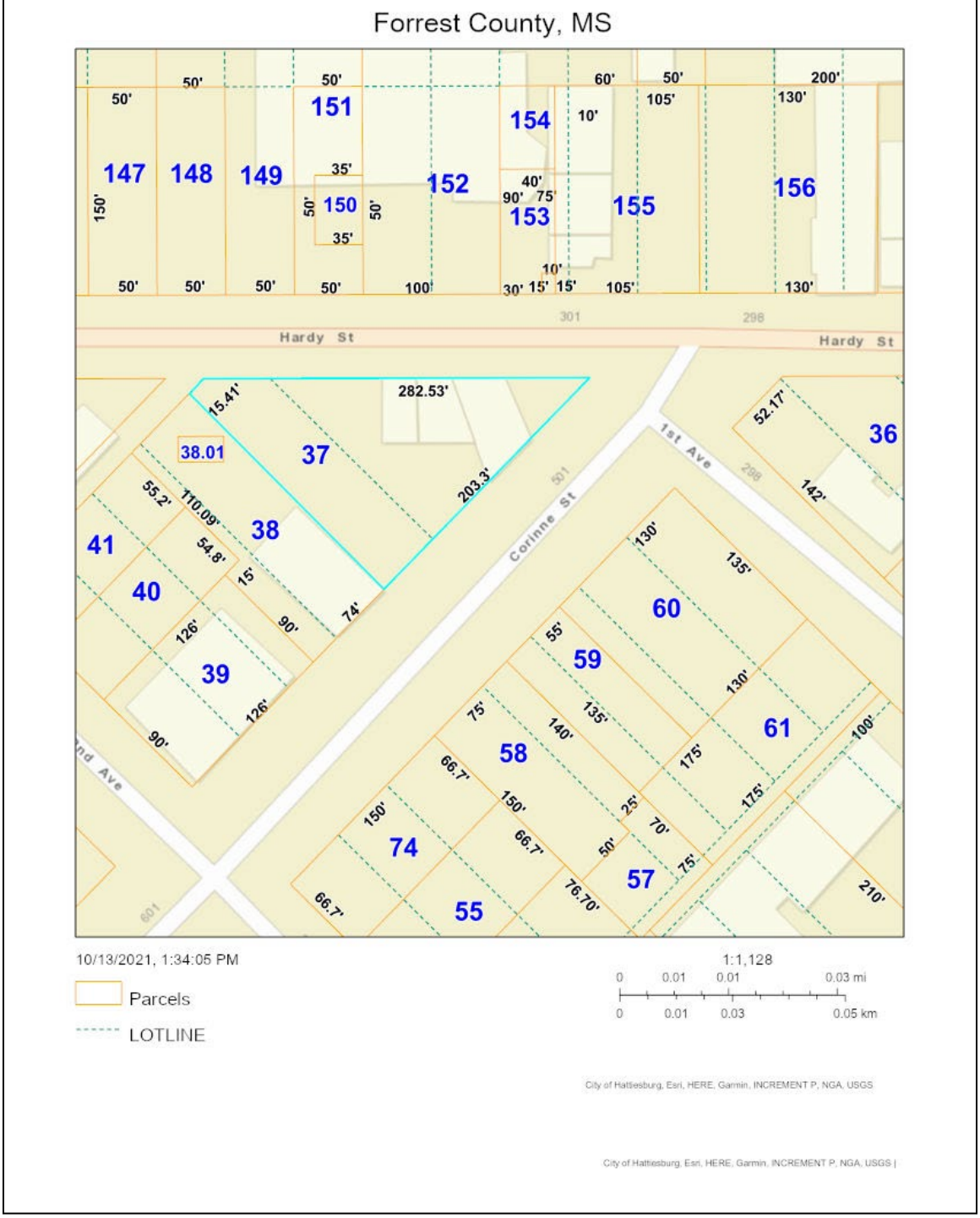
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/13/2021 at 5:04 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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

TAX MAP


Forrest County, MS
147
148
149
151
150
152
154
153
155
156
Hardy St
Hardy St
38.01
37
38
41
40
39
60
59
58
61
74
57
55
36
Corinne St
1st Ave
282.53'
203.3'
10/13/2021, 1:34:05 PM
Parcels
LOTLINE
1:1,128
0 0.01 0.01 0.03 mi
0 0.01 0.03 0.05 km
City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS
City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

BUILDING SKETCH

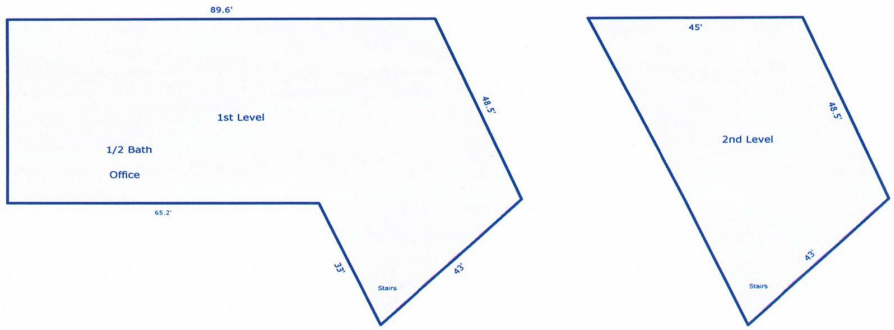
SKETCH/AREA TABLE ADDENDUM

File No 300Hardy2021

SUBJECT

Property Address	**300 Hardy Street**		
City	**Hattiesburg**	State **MS**	Zip **39401**
Borrower			
Lender/Client	**Community Bank**	L/C Address	**Hattiesburg, MS**
Appraiser Name	**Mike Gates**	Appr Address	**Hattiesburg, MS**

IMPROVEMENTS SKETCH



Note: Most of the area is unfinished open area.

Scale: 1" = 35'

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GBA1	First Floor	5173.23	5173.23
GBA2	Second Floor	2647.83	2647.83
Net BUILDING Area		(rounded)	7821

BUILDING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
0.5 x	30.3	x	13.0	196.73
0.5 x	0.9	x	1.0	0.47
0.5 x	28.5	x	30.3	432.37
	45.0	x	89.6	4032.00
	106.7	x	1.0	106.67
0.5 x	45.0	x	18.0	405.00
Second Floor				
0.5 x	13.0	x	30.3	196.73
0.5 x	18.0	x	45.0	405.00
	1.0	x	41.5	41.46
0.5 x	30.3	x	28.5	432.37
	24.8	x	45.0	1118.15
0.5 x	1.0	x	0.9	0.47
0.5 x	0.4	x	1.0	0.22
0.5 x	20.2	x	45.0	453.42
14 Items			(rounded)	7821

LEGAL DESCRIPTION

Exhibit A
Legal Description

The property is Forrest County PPIN 19359
Sec. 09, T 04N R 13W, Block 147 of the Kamper & Winnery Ext. 2nd, City of Hattiesburg, Forrest County, MS.

Being more fully described in the Warranty Deed filed at Book 1267, Page 280-282 and recorded on 12/05/2017 in the land deed records of Forrest County, MS

SALES CONTRACT

AMENDED

CONTRACT FOR THE SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT made and entered into on this the 1st day of October, 2021, by and between Marlow, LLC, a Mississippi limited liability company, hereinafter referred to as "Seller" and 300 Hardy Street, LLC, a Mississippi limited liability company, hereinafter referred to as "Buyer". This Amended contract will supersede that Contract of June 25, 2021 between Marlow, LLC and Cast Iron Concept, LLC, in part due to the change of the name of the Buyer;

WITNESSETH

IN CONSIDERATION of the mutual covenants and agreements herein contained and the sum tendered herewith as set forth in numbered Paragraph 6 hereof, the Seller agrees to sell and the Buyer agrees to purchase the hereinafter described real property for the purchase price and upon the terms and conditions set forth herein.

1. DESCRIPTION OF PROPERTY: The real property covered by this contract, hereinafter referred to as the "subject real property", is situated in Forrest County, Mississippi and is more particularly described in EX. "A" attached. All easements, recorded or prescriptive, are to be expressly reserved to the seller and all such rights will continue to be enjoyed by Seller after the sale.

SALES CONTRACT

2. PURCHASE PRICE: The purchase price to be paid by the Buyer to the Seller is one hundred seventy-seven thousand dollars and No/100 ($177,000.00) in cash to be paid upon closing and upon delivery of the deed to and possession to the subject real property.

3. TAXES: County and state ad valorem taxes for the year 2021, shall be assumed by the Buyer, regardless of the closing date.

4. DATE OF CLOSING: Possession of and the warranty deed conveying subject real property shall be delivered by Seller to the Buyer no later than 5:00 p.m. on the last working day of October, that being October 29th, 2021 and a time to be determined at the mutual convenience of the parties.

5. CERTIFICATE OF TITLE AND WARRANTY DEED: Seller shall deliver a Warranty Deed in fee simple and shall pay for same. Buyer may, at is own expense, may obtain a title opinion and title insurance. Buyer shall give Seller reasonable notice and time to cure any alleged defects in title

6. CLOSING COSTS: All additional closing costs, beyond the title opinion and title insurance referenced above, shall be paid for by Buyer.

7. DILIGENCE AND COOPERATION: Time is of the essence of this contract, and the parties hereto agree to use due diligence and cooperation in completing and closing the sale contemplated hereby and not to delay the same.

SALES CONTRACT

8. NO ASSIGNMENT: This agreement shall not be assigned without the written consent of both parties.

9. GOVERNING LAW, JURISDICTION AND VENUE: The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Mississippi. The parties hereby irrevocably and unconditionally consent and submit to the personal jurisdiction and venue of the Chancery Court of Forrest County Mississippi with respect to any action relative to this Agreement and hereby expressly and irrevocably waive any and all personal rights under applicable law or in equity to object to this jurisdiction and venue of said Court.

10. This contract and the agreement to purchase the property is also subject to the property appraising for at least an amount equal to the selling price and survey of the property to verify the property lines and easements do not prevent or unreasonably impair the property for the intended use as a commercial property.

[signatures on following page]

SALES CONTRACT

Executed on this the 1st day of October, 2021.

SELLER

Marlow, LLC
BY: Erik M. Lowrey, Mmeber

BUYER

300 Hardy Street, LLC
BY: _____
Kevin Goffinet, Member

STATE OF MISSISSIPPI
COUNTY OF Forrest

I, the undersigned authority, a notary public in and for said State and County, hereby certify that Marlow, LLC, by its Member Erik M. Lowrey, whose name is signed to the foregoing Contract for Sale and Purchase of Real Property and who is known to me acknowledged before me on this day that, being informed of the contents of the Contract For Sale and Purchase of Real Property, as such officer and with full authority executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 1 day of October, 2021.

SEAL

Donna L Coad
Notary Public
My Commission Expires 10/26/2024

STATE OF MISSISSIPPI
DONNA LYNN COAD
ID # 103177
Commission Expires
Oct. 26, 2024
FORREST COUNTY

STATE OF ~~MISSISSIPPI~~ KENTUCKY
COUNTY OF Fayette

I, the undersigned authority, a notary public in and for said State and County, hereby certify that Cast Iron Concepts, LLC, by its Member, Kevin Goffinet, signed to the foregoing Contract for Sale and Purchase of Real Property and who is known

SALES CONTRACT

to me acknowledged before me on this day that, being informed of the contents of the Contract For Sale and Purchase of Real Property, he as such officer and with full authority executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 1 day of October, 2021.

JAN M. YBARRA
Notary Public
Kentucky - State at Large
My Commission Expires Jun 13, 2023

SEAL

Jan M. Ybarra

Notary Public # 628574

My Commission Expires 06/13/23

CLIENT'S ENGAGEMENT LETTER & INSTRUCTIONS

COMMUNITY BANK

Date: 10/7/2021

APPRAISER:	
Company:	Gates Appraisal Service
Appraiser:	Charles Mike Gates
Address:	PO Box 15491
	Hattiesburg, MS. 39401
Email:	mike@gatesrealestateservices.com
Phone:	601-261-0190
Fax:	601-336-5490

BANK REGION:	
Community Bank of Mississippi	
Region:	Pine Belt Region
Address:	P O Box 265
	Laurel, MS 39441
Contact:	Debbie Butler, Appraisal Coordinator
Email:	debbie.butler@communitybank.net
Phone:	(601) 422-4104
Fax:	(601) 649-3237

SUBJECT PROPERTY INFORMATION:

Borrower(s): 300 Hardy Street llc
Owner (if other than borrower):
Physical Address: 300 Hardy Street City: Hattiesburg State MS ZIP: 39401
Property Description: see attached
Land Size: Improvement(s) Size(s):
Access/Contact Information: Rion Snowden
Phone: 601-329-9867 Email:

APPRAISAL REQUEST

Appraisal Report Type: Appraisal Report Appraisal Report Format: Narrative Report
Valuation Scenario: "As Is" - Value based on existing condition.
Purpose: Purchase
Intended Use: Mortgage Purposes
Intended User: Community Bank of Mississippi
Special Instructions: **As part of your assignment, you should include Replacement Cost Value, as per FEMA Guidelines, in the event subject improvements are situated in a designated flood hazard area.**
*** Residential Rental Properties: Please consider Income Approach as a part of determining Market Value.**

Report Delivery: [X] Electronic Delivery [ ] Hard Copies (at least 2 copies) [ ] Other:
Appraisal Fee*: Anticipated Delivery Date: 10/25/2021
** A copy of the invoice must be delivered with the appraisal report.*

Report to be addressed as follows:
Community Bank of Mississippi
Debbie Butler
909 N 16th Ave
Laurel, MS 39440

ENCLOSED

[X] Legal Description	[ ] Lease(s)	[ ] Cost Breakdown
[ ] Plans and Specifications	[ ] Operating Statement(s)	[ ] Environmental Inspection Report
[x] Sales Contract	[ ] Rent Roll(s)	[ ] Other:

CLIENT'S ENGAGEMENT LETTER & INSTRUCTIONS

COMMUNITY BANK

10/7/2021

Gates Appraisal Service
Charles Mike Gates
PO Box 15491
Hattiesburg, MS. 39401

RE: Appraisal on property located at 300 Hardy Street, Hattiesburg, MS 39401. Property is further described as see attached.

Upon your acceptance of this appraisal engagement letter, you agree to provide, Pine Belt Region with the specified number of copies of a Appraisal Report appraisal in Narrative Report form. You also agree to abide by all General Requirements listed in this letter.

Please confirm your acceptance of the terms of this contract by signing below.

Sincerely,

Debbie Butler DJB

Debbie Butler, Appraisal Coordinator

Agreed and Accepted,

Charles Mike Gates

CLIENT'S ENGAGEMENT LETTER & INSTRUCTIONS

COMMUNITY BANK

GENERAL REQUIREMENTS

1. The appraisal report must comply with the Uniform Standards of Professional Appraisal Practice; Financial Institutions Reform, Recovery and Enforcement Act (FIRREA); the Interagency Appraisal and Evaluation Guidelines; and to the standards of safe and sound banking principles.

2. An appraisal completed by an appraiser who has a direct or indirect interest, financial or otherwise (except for payment of the appraisal service fee), in the property appraised or with regard to the parties involved in the assignment (Client, Client's Customer, Property Owner(s), Property Broker(s), etc.) is not acceptable to Community Bank. By accepting this assignment you are representing that you have no such interests and have disclosed to us any existing or prior involvement you may have with the property to be appraised or with the parties to the loan transaction. If you are unable to make your report certification with regard to compensation or personal interest consistent with these conditions and representations, please return this package to us and do not proceed with this assignment.

3. Your engagement in this assignment is predicated on your being able to personally complete it in compliance with the assignment requirements. If at any time in the course of this assignment you find that you will not be able to comply with the Competency Rule in USPAP, please contact us Community Bank immediately and do not proceed with any further effort in this assignment until your continued engagement is approved by Community Bank in light of any such revelations.

4. Except by our prior agreement, the only Assumptions, Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions that Community Bank will accept are those consistent with appraisal standards outlined by USPAP. If you believe there is a need to apply others, the rationale must be sound and thoroughly documented.

5. Community Bank is the intended user of this appraisal report. It is our intention to use the results of this assignment for the purpose of supporting a Community Bank transaction. However, Community Bank reserves the right, without your prior authorization or a notice to you, to provide your report or elements of it to other parties for their use in lending-related activities.

6. The "purpose" in the assignment is to develop and provide your "Market Value" opinion and the property, market, analysis and value information in a report that responds to the requirements stated or referenced in other parts of this engagement contract.

7. The date of value must be a current date, typically the date of your last property inspection or a date between the date of your report and the date of this contract. The date of report is the date you sign your appraisal report, and must appear concurrent with your signature in each instance.

8. Your appraisal report must include interior and exterior photographs (when improvements exist, unless an exterior-only report is approved by Community Bank) of the subject property, as well as all comparables. Additionally, your report must contain location maps for the subject property and all comparables a copy of any available plat, survey, drawing of the subject property. A complete legal description must also be included.

9. For all improved property appraisals, your appraisal report must include a legible building sketch of all pertinent exterior building dimensions

10. Your appraisal report must contain a statement indicating whether or not any portion of the subject property is situated in a designated flood hazard area along with a copy of the FEMA map indicating the location of the subject property. The FEMA map number, date, and zone classification should be clearly indicated in the report.

CLIENT'S ENGAGEMENT LETTER & INSTRUCTIONS

COMMUNITY BANK

GENERAL REQUIREMENTS (Continued)

11. If the assignment involves any construction or renovation, your report must include an analysis of the projected or actual cost. A copy of the line item budget or construction contract should be included in the addenda section of the report.

12. Your report must include the appropriate tax parcel number for the subject property, the amount of the annual property taxes and the status of the taxes due.
13. A completed highest and best use analysis, as required by USPAP must be included in the report. In situations where the highest and best use is not obvious, a more detailed feasibility analysis should be included, with exploration of alternate uses.
14. It is Community Bank's policy to review appraisals as needed. Should a review determine that revisions or corrections are needed, you agree that the additional efforts to make such revisions or corrections remain your responsibility and the cost of such efforts are included in the original appraisal fee associated with this assignment.

15. A copy of this 4 page Engagement Letter must be included with the appraisal report.
16. Any attached Addendums shall be come a part of this Engagement Letter.
17 If a purchase, a complete copy of the executed contract must be included in the addenda section.

COPY OF APPRAISER'S LICENSE



State of Mississippi

Mississippi Real Estate Appraiser Licensing and Certification Board

This is to certify that MIKE GATES

License Number GA-134

ORIGINALLY ISSUED 12/07/91

Whose place of business is located at

949 RICHBURG ROAD (39402)
P. O. BOX 15491
HATTIESBURG, MS 39404-5491

is duly licensed as a **State Certified General Real Estate Appraiser** *in the state of Mississippi from the date of issuance. The license will remain in force when properly supported by a current pocket identification card. In witness thereof, the MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD has caused this license to be issued by virtue of the authority vested in it by Section 73-34 of the Mississippi Code of 1972 annotated.*

In witness thereof, we have caused the Official Seal to be affixed,

this the 16TH *day of* NOVEMBER, 2000

COPY OF APPRAISAL LICENSE CARD



State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD
LICENSE # : GA-134 STATUS: ACTIVE

MIKE GATES

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER
Effective Date: 01/01/2020 Expiration Date: 12/31/2021

SIGNATURE OF LICENSEE
Robert E. Praytor, Administrator

APPRAISAL ASSUMPTIONS
This appraisal report has been made with the following assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that there is full compliance with all applicable federal, state, local environmental regulations and laws unless a noncompliance is stated, defined and given consideration in the appraisal report.

8. It is assumed that all applicable zoning/use regulations and restrictions have been complied with, unless it has been otherwise stated, defined and considered in the appraisal report.

9. It is assumed that all required licenses, certificate of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and/or improvements are within the boundaries or property lines of the property described and that there is no

encroachment or trespass unless noted in the report.

11. Should any of the above assumptions, or those specifically addressed within the report be proved to be false, the value conclusions could be different than those indicated in the report.

LIMITING CONDITIONS This appraisal has been made with the following limiting : conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) will be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, poly chlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, any effect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or

engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.

6. This appraisal/inspection is not a home or building inspection, structural inspection, or pest inspection. By preparing this report, the appraiser is not acting as a home/building inspector, structural engineer, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have the structure inspected by a qualified inspector that offers such warranties or guarantees if there is any concern regarding adverse or negative conditions.

APPRAISER'S CERTIFICATION

I certify, to the best of my knowledge and belief, . .

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

5. My analyses, opinions, and conclusions were developed, and this has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

6. I have made a personal inspection of the property that is the subject of this report.

7. No one provided significant professional assistance to the person signing this report.

8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Board.

9. I certify that I/We are competent to complete this appraisal assignment.

10. This appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

11. I have not performed appraisal services, or other real estate services, on the subject property in the past three years prior to this appraisal assignment.



Mike Gates, Licensed Certified General
Real Estate Appraiser, GA-134



Kristi Stout
Licensed Appraiser, LA -1794

QUALIFICATIONS OF MIKE GATES

LICENSED CERTIFIED GENERAL REAL ESTATE APPRAISER, GA-134

ADDRESS: 403 Weathersby Road, Hattiesburg, MS 39402
Email: Mike@GatesRealEstateServices.Com

Phone: 601-261-0190
Fax: 601-336-5490

SKILL SUMMARY: Licensed Certified General Real Estate Appraiser and broker.

EDUCATION: Mendenhall High School, Mendenhall, Mississippi
Associate Of Arts Degree, Copiah-Lincoln Community College. B.S. Degree in Real Estate in the School Of Business Administration at the University Of Southern Mississippi.

Certificate of Achievement - Institute of Financial Education.

Course VIII - The American Institute of Real Estate Appraisers, University Of Georgia, Athens, Georgia.

Course 101 - The Society of Real Estate Appraisers, University of Southern Mississippi, Hattiesburg, Mississippi.

Standards of Professional Practice, Part A - The Appraisal Institute, Jackson, Mississippi.

Appraisal Institute Seminar on Preparing the New Small Residential Income Property Appraisal Report,

FIRREA Compliance & the Appraiser - Jackson, Mississippi, January, 1993.

How to Complete the New URAR Residential Package - Jackson, Mississippi, October, 1993.

URAR Seminar - Baton Rouge, Louisiana, February, 1994.

Fair Lending and the Appraiser - Jackson, Mississippi, April, 1994.

Persuasive Style in Narrative Appraisal Reports - Biloxi, Mississippi, June 1995

Qualifications of Mike Gates
- Continued

Environmental Issues for Real Estate Professionals- Jackson, Mississippi, September 1996

H.U.D. Seminar - Accuracy in Valuation - Jackson, Mississippi, March 1996

Litigation Skills for the Appraiser - Biloxi, Mississippi, June 1997

Appraising Mississippi Forest land & Timber - Mississippi State University, September 1997

Appraising High-Value and Historic Homes -Appraisal Institute, Biloxi, Mississippi, June 1998

Appraising Manufactured and Modular Housing - Appraisal Institute - Hattiesburg, Mississippi, January 1999

Internet Strategy & the Appraiser, the Appraisal Institute, Biloxi, Mississippi, July 2000

Partial Interest Valuation, the Appraisal Institute, Pearl, Mississippi, April 14, 2000.

Uniform Standards of Professional Practice, an Update, Seminars, Inc., Jackson, Mississippi, April 9-10, 2001.

Subdivision Analysis, the Mississippi Chapter of the Appraisal Institute, Gulfport, Mississippi, July 16-17, 2001.

Appraisal Consulting, the Mississippi Chapter of the Appraisal Institute, Pearl, Mississippi, April 12, 2002

The Residential Appraiser Training Class, R. Wayne Pugh, Birmingham, Alabama, October 25, 2002

Course 400 USPAP Updated, Mississippi Chapter of the Appraisal Institute, Pearl, Mississippi, October 22, 2003.

The Technology Assisted Appraiser, Mississippi Chapter of the Appraisal Institute, Jackson, Mississippi, October 23, 2003.

Appraising Poultry Broiler Farms, The American Society of Farm Managers and Rural Appraisers, Monroe, Louisiana, February 6, 2004.

Qualifications of Mike Gates
- Continued

GIS and New Technology for Real Estate Appraisers, Mississippi Chapter of the Appraisal Institute, Starkville, Mississippi, January 20, 2005

The Professional Guide to the Uniform Residential Appraisal Report (Fannie Mae), Gulfport, Mississippi, May 17, 2005.

Appraising Manufactured Housing, The Mississippi Chapter of the Appraisal Institute, August 29, 2006.

Uniform Appraisal Standards for Federal Land Acquisitions, The Appraisal Institute , Johns Hopkins Downtown Center, Baltimore, Maryland, January 29, 2007.

Introduction to FHA Appraising, The Appraisal Institute, Hattiesburg, Mississippi, November 18, 2008.

Course 400 USPAP Update, the Mississippi Chapter of the Appraisal Institute, Pearl, Mississippi, April 15, 2009.

Analyzing the Effects of Environmental Contamination on Real Property, the Appraisal Institute, Hattiesburg, Mississippi 2010.

The Appraisal Institute, Whatever Happened to Quality Assurance in Residential Appraisals: Avoiding Risky Appraisals and Risky Loans, The Appraisal Institute, Hattiesburg, Mississippi, January 20, 2011.

The Appraisal Institute, 7-Hour USPAP Update Course, Flowood, Mississippi, April 6, 2011.

The Appraisal Institute, Using Spreadsheet Programs in Real Estate Appraisals, Biloxi, Mississippi, June 27 & 28th.

The Mississippi Chapter of the Appraisal Institute, The Uniform Appraisal Dataset from FnMA and Freddie Mac, Hattiesburg, Mississippi, August 10, 2011.

Appraising FHA today, December 6, 2013.
McKissock, Residential Report Writing, December 11, 2013.

Melissa Bond, Site Inspection, Gulfport, Mississippi, December 12, 2013.

Qualifications of Mike Gates - Continued

Steve Brenner, 2014-2015 USPAP Update, Hattiesburg, Mississippi, February 18, 2014.

Melissa Bond, the Work File, Hattiesburg, Mississippi, May 5, 2014.

Fannie Mae Appraisal Update – Hattiesburg Association of Realtors, Hattiesburg, January 28, 2015.

HUD Handbook 4000.1, Ramada Inn Gulfport, May 5, 2015.

Liability Issues for Appraisers Performing Litigation Work, Biloxi, Mississippi, June 8, 2016.

Loss Prevention for Real Estate Appraisers, Biloxi, Mississippi, June 8, 2016.

Defensible Work file, Hattiesburg Association of Realtors, Hattiesburg, Mississippi, July 15, 2016.

Understanding Wetlands, the Appraisal Institute – Gulfport, MS – 9/25/2017.

2018-2019 USPAP Update Course, Education by McKissock 12-16-2017

WORK HISTORY:

Present - Self-Employed Real Estate Appraiser State Certified General Real Estate Appraiser, GA-134. Work includes the appraisal of single-family, multi-family, commercial, industrial, commercial farm and vacant land appraisals for various mortgage companies, financial institutions, and government agencies in South Mississippi.

APPRAISAL EXPERIENCE:

Residential appraisal since 1977
Commercial appraisal since 1983

PROFESSIONAL AFFILIATIONS:

Member, Hattiesburg Area Association of Realtors, Hattiesburg, Mississippi.

Signature:

Email: dott@bnlawfirm.com

APPRAISAL REPORT

Property Identification

Commercial Building
Located at 300 Hardy Street,
Hattiesburg, Forrest County, Mississippi 39401



Prepared For:

City of Hattiesburg
c/o Ann Jones, Chief Administrative Officer
200 Forrest Street,
Hattiesburg, Mississippi 39401

As Of:

October 2nd, 2023

Prepared By:

Zac Fairley Appraisals, LLC
84 North of Fields
Hattiesburg, Mississippi 39402

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ADDENDA

Engagement Letter
Improvement Sketch
Flood Map
Forrest County Tax Assessor's Information
Qualifications of Appraisers

ZAC FAIRLEY APPRAISALS & CONSULTING
601-466-2750 ZFAPPRAISER@GMAIL.COM

October 17th, 2023

City of Hattiesburg
c/o Ms. Ann Jones, Chief Administrative Officer
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Appraisal of a Commercial Building located at 300 Hardy Street, Hattiesburg, Forrest County, Mississippi 39401

Dear Ms. Jones:

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

The subject of this report is located in downtown Hattiesburg at the corner of Corinne Street, Hardy Street and 1st Avenue. The site is improved with a +/-7,151 sq. ft. commercial building originally designed as a bank branch and is situated on about 0.53 acres. The building has a masonry block exterior, on a slab foundation, and built in 1930. The property is zoned B-3; Community Business and has all city services in place.

The purpose of the appraisal is to develop an opinion of market value of the fee simple interest in the property as of the effective date of the appraisal, October 2nd, 2023.

MARKET VALUE			
Appraisal Condition	Interest Appraised	Effective Date of Value	Market Value
"As Is"	Fee Simple Estate	October 2nd, 2023	$200,000

Respectfully submitted,

Zachary H. Fairley
State Certified General
Real Estate Appraiser, GA-1418

CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 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.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, 2022-2023 Edition.*
- Zachary Fairley has made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
- It is my opinion that the subject does not include any enhancement in value as a result of any natural,

cultural, recreational or scientific influences retrospective or prospective.

- I have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Practicing Affiliates of the Appraisal Institute.
- I have not relied on the work of others if we have a reasonable doubt that the work is credible.
- I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

It is my opinion the market value of the property described herein, as of October 2nd, 2023 is:

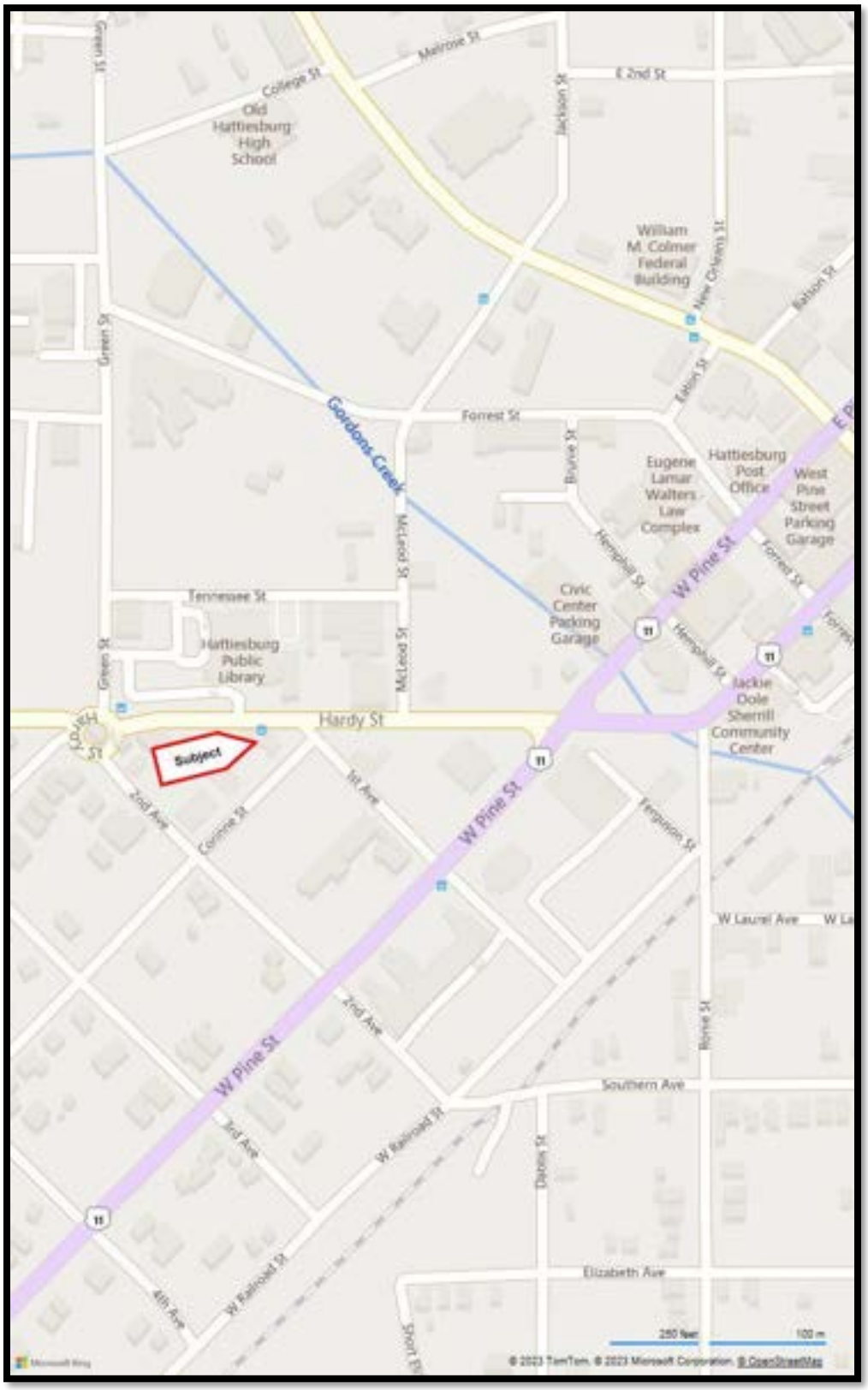
MARKET VALUE			
Appraisal Condition	Interest Appraised	Effective Date of Value	Market Value
"As Is"	Fee Simple Estate	October 2nd, 2023	$200,000

Respectfully submitted,



Zachary H. Fairley
State Certified General
Real Estate Appraiser, GA-1418

Location Map



Summary of Salient Facts and Conclusions	
Property Name	Commercial Building (Unfinished)
Property Address	300 Hardy Street Hattiesburg, Forrest County, Mississippi 39401
Property Location	The property is located at the corner of Corinne Street, Hardy Street and 1st Avenue in downtown Hattiesburg.
Property Tax Identification Number(s)	2-029O-10-037.00
Owner of Record	300 Hardy Street, LLC
Date of the Report	October 17th, 2023
Effective Date of the Appraisal	October 2nd, 2023
Property Rights Appraised	Fee Simple
Land Area	22,908 Square Feet or 0.53 Acres
Gross Building Area	7,151 Square Feet
Building Size Net Rentable	7,151 Square Feet
Occupancy	Vacant
Parking	Asphalt parking areas located in front and rear of the property.
Year Built	1930
Condition	Fair/Average
Actual/Physical Age	93 Years
Effective Age of Building(s)	30-35 Years
Total Economic Life	50 Years
Remaining Economic Life	15-20 Years
Zoning Designation	B-3; Community Business District
Highest and Best Use As Vacant	Commercial
Highest and Best Use As Improved	Commercial Building
Estimated Exposure Time and Marketing Period	6-12 Months
Market Value Conclusions	
Sales Comparison Approach	$200,228
FINAL VALUE CONCLUSION	**$200,000**

Purpose of the Appraisal

The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property, as of the effective appraisal date, October 2nd, 2023.

Intended Use/Client and Intended User(s)

The intended use of this appraisal is for potential acquisition decisions by City of Hattiesburg and/or affiliates. It is our understanding that the intended user of the report is for the City of Hattiesburg, the client. The definition of market value relied upon is included before the Addenda.

Competency of the Appraisers

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

Interest Appraised

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

Effective Date of Value

October 2nd, 2023

Date of Report

October 17th, 2023

Appraisal History

I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Ownership and Subject Property History

The property is owned by 300 Hardy Street, LLC. This conveyance is recorded via Warranty Deed found in Deed Book 1380, Page 185, dated November 4th, 2021. The property was previously conveyed in December 5th, 2017 recorded via Warranty Deed found in Deed Book 1267, Page 280.

We are not aware of any other conveyances in ownership in the last three years.

Pending Transactions

The property is currently marketed for sale by Mark Graham, with Realty Executives. The property has a list price of $275,000 with a $30,000 concession offered for construction costs by the seller resulting in an adjusted list price of $245,000 and has been on the market for about 195 days. I attempted to make contact with the broker multiple times but was unsuccessful. The adjusted list price is above the concluded market value.

Scope of Work

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

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

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

The second step is to determine the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including which approaches to value will be used; how much data is to be gathered, from what sources, from which geographic area, and over what time period; the extent of the data verification process; and the extent of property inspection, if any. The scope of work decision is appropriate when it allows the appraiser to arrive at credible assignment results and is consistent with the expectations of similar clients and the work that would be performed by the appraiser's peers in a similar situation.
Source: ***Appraisal of Real Estate 14th Edition***

Inspection

The subject site was visited on October 2nd, 2023 by Zachary Fairley. The interior and exterior of the commercial building was viewed and photographed. The interior of the building is a "shell" with exposed framing, electrical, plumbing, HVAC ducts, and concrete flooring. The HVAC system is roof mounted and are in a unknown condition.

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

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

Data Research

I collected factual information about the subject property and the surrounding market. The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets found in the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Definition of Market Value

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

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

This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, FRS, and FDIC on June 7, 1994, and in the *Interagency Appraisal and Evaluation Guidelines*, as revised and updated December 2010.

Aerial Map


Tennessee St
Hattiesburg Public Library
Hardy St
Hardy St
Hardy St and 1st Ave
Subject
Gamma St
1st Ave
Gamma St
2nd Ave

Identification of the Property

The site is located at the corner of Corinne Street, Hardy Street and 1st Avenue in downtown Hattiesburg. The Library of Hattiesburg is located directly to the north across Hardy Street. This portion of Hattiesburg is developed with older commercial and retail uses, with single-family residential uses located off of Hardy Street.

Site Data		
	Land (SF)	**Land (Acres)**
Gross	22,908	0.53
Legal Description	Section 9, Township 4 North, Range 13 West situated in Forrest County, Mississippi.	

Site Description	
Shape	Triangular
Frontage	Hardy Street fronts along the northern boundary for about 283 feet. Corinne Street fronts along the southeastern border for about 203 feet.
Access	The site has four access drives from Hardy Street and Corinne Street.
Topography/Drainage	Open and level at road grade.
Soil/Subsurface	A soils report was not provided for our review. Based on our inspection of the subject and observation of development on nearby sites, there are no apparent ground stability problems. However, we are not experts in soils analysis. We assume that the subject's soil bearing capacity is sufficient to support the existing improvements.
Environmental Concerns	An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject site. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.
Functional Utility	The functional utility of the site would be for commercial or office development.
Off-Site Improvements:	
Curb/Gutter	There are curb/gutters along Hardy Street & Corinne Street.
Sidewalks	Sidewalk along Hardy Street (Northern Side)

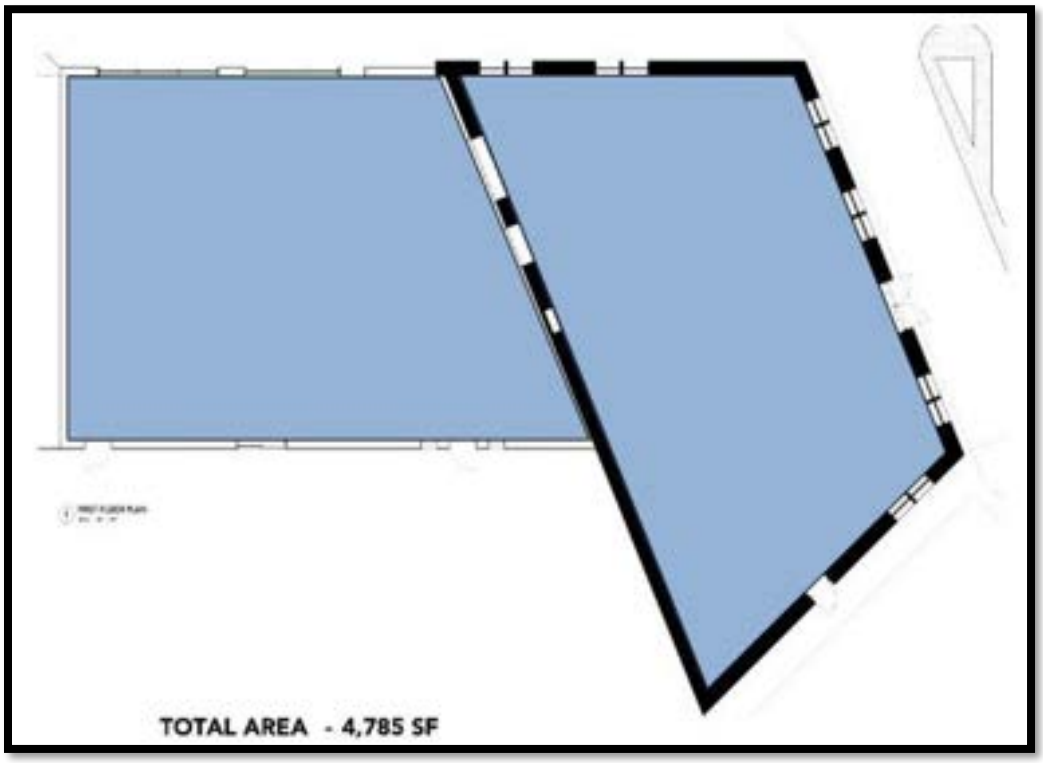
Properties adjacent to the subject are as follows:

Adjacent Properties	
North	Public Library
West	Office
South	Office / Retail
East	Commercial/Retail

Utilities and Services

All city services (electric, water, sewer) are in place to the site.

Improvement Sketch – First Floor



Improvement Sketch – Second Floor



Photographs



Front of the subject building



Side view of the subject building



Rear of the subject building



Rear of the subject building



Unfinished Interior – 1st Floor



Unfinished Interior – 1st Floor

Photographs



Unfinished Interior – 1st Floor



Unfinished Interior – 1st Floor



Unfinished Interior – 1st Floor



Unfinished Interior – 2nd Floor



Unfinished Interior – 2nd Floor



Unfinished Interior – 2nd Floor

Improvement Description

The site is improved with a two-story commercial building containing 7,151 square feet (GBA). The building was constructed in 1930 and is in fair condition. The building was originally designed for a bank branch. The building was most recently purchased for retail and restaurant use. As of the inspection date, the building is a "shell" with exposed framing, electrical, HVAC ducts, and concrete flooring. The HVAC system is roof mounted and would most likely require replacing.

General Building Details	
Year Built/Condition	1930
Gross Building Size	7,151 Square Feet
Building Size Net Rentable	7,151 Square Feet
Overall Property Condition	Poor
Market Class	C
No. of Stories	2
Floor Area Ratio	0.31
Land:Building Ratio	3.20:1
Occupancy	Vacant

Construction Details	
Construction Type	Masonry Block w/ Stucco
Foundation	Slab
Roof Structure	Flat; Unknown Condition We assume the roof is in average condition and is not in need of any significant repair.
Exterior Doors	Metal
Exterior Walls	Masonry Block w/Stucco
Windows	Aluminum frame; single pane
Plumbing System	City Sewer
HVAC	Central; Unknown Condition
Electrical Service	Standard

Site Improvements	
Drainage/Retention	The site has typical draining systems in place feeding into the city drains
Paving	Asphalt parking area located in front & rear of the building
Landscaping	Minimal landscaping around perimeter of the building.

Zoning

The property is zoned B-5; Regional Business District by the City of Hattiesburg. This zoning district permits the broadest range of commercial uses. The existing use as a Professional Office Building is a legal conforming use. Please refer to the Highest and Best Use section of this report for further discussion.



4.5.10 B-3 Community Business District.	
Description and Purpose.	Characteristic Development Type
The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

Flood Information

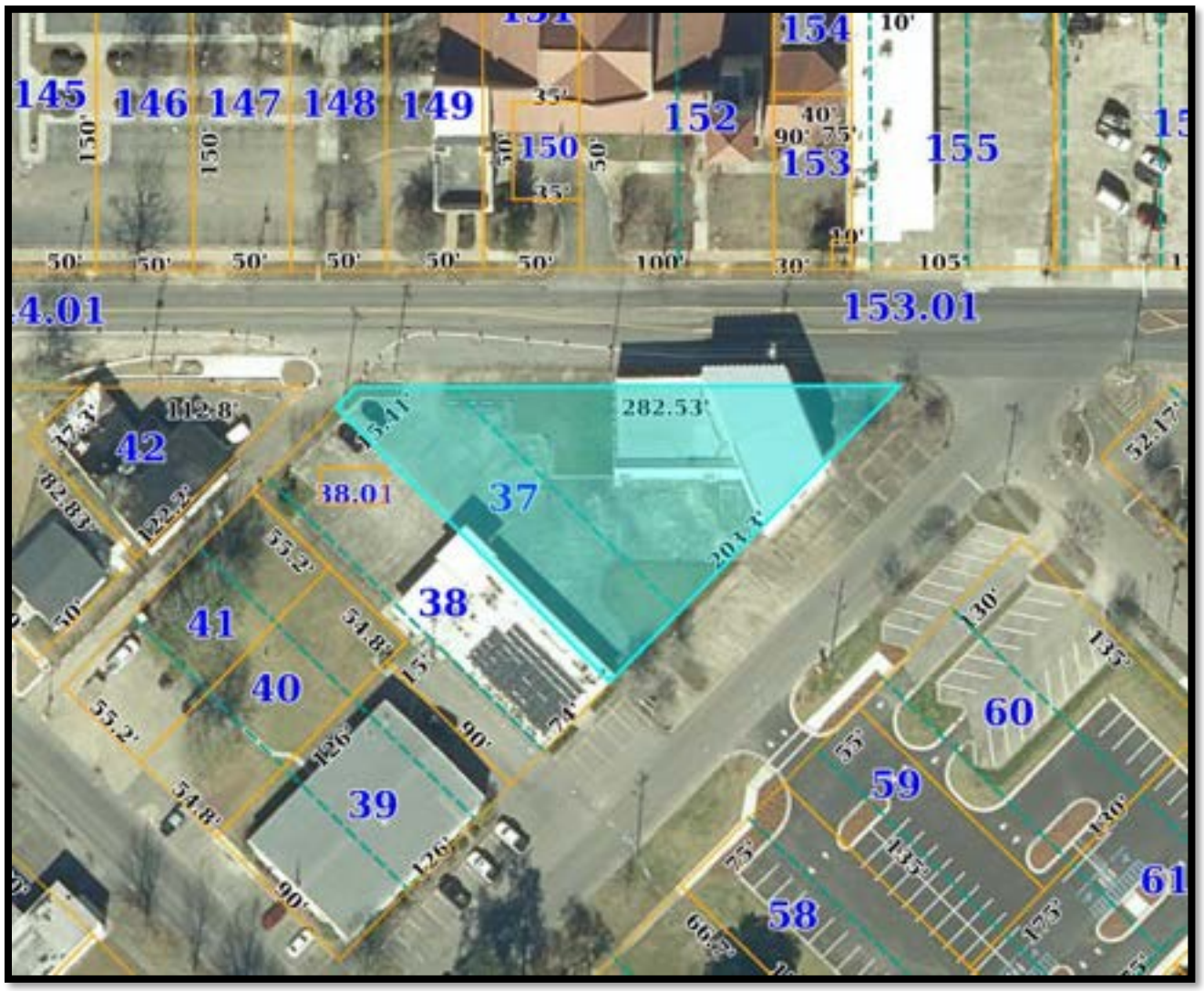
The subject site is generally at road grade. Per FEMA Map No. 28035C0108D, dated March 2nd, 2010, the property is situated in Flood Zone X. Which is not a designated flood zone area.



Taxes and Assessments

ASSESSMENT INFORMATION					
Land Size	**Land Assessment**		**Improvement Assessment**		**Total Assessment**
22,908 sf	$37,110	26%	$105,770	74%	$142,880

TAX INFORMATION				
County	**City**	**School**	**Total**	**Status**
$1,403.86	$1,138.74	$1,416.29	$3,958.89	Paid – 12/2/2022



Americans with Disabilities Act (ADA)

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

Neighborhood Description

The property is located in downtown Hattiesburg at the corner of Hardy Street, Corrine Street and 1st Avenue Street. The neighborhood area has been built-out over a period of time with older retail and commercial uses. New office and retail development is trending along Highway 98, west of Interstate 59. The City of Hattiesburg Public Library is located directly north of the subject property along Hardy Street.

Access to the neighborhood is considered good via either Hardy Street, Corinne Street or 1st Avenue. Hardy Street is the main east/west corridor for traffic traveling west from downtown Hattiesburg to Highway 98 and outlying Lamar County areas. The neighborhood outlook is considered stable with no increase in demand in the foreseeable future.

Highest and Best Use

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

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

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

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

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

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

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

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

Physically Possible

The subject site, given its size and configuration, is well suited for a variety of development. All utilities are available to the property, further promoting its potential. The subject site has an adequate shape for the existing improvements, with good access and visibility. The shape and access present no detriment to its use. The size of the site is 22,908 square feet and is large enough for most commercial uses.

Legally Permissible

The property is zoned B-3; Community Business District by City of Hattiesburg. This zoning district permits a broad range of commercial uses. The current office use is a legal conforming land use.

Financially Feasible

Those uses which are financially feasible and that use which is maximally productive are generally closely related. Any use that results in a net return to the land after satisfying the return to the improvements is considered to be financially feasible; however, that use which returns the maximum dollars to the land is considered the use which is maximally productive.

Uses fronting along Hardy Street, Corinne Street, and 1st Avenue are commercial or retail oriented. Residential use would not be in harmony with adjacent land uses and could not support a land value comparable to commercial use.

Maximally Productive

The value for commercial land greatly outpaces the value for any alternative use such as multi-family, industrial, or office use. The property is ideally located near Hardy Street and in downtown suitable for office use. In conclusion, due to the visibility, access, and size of the subject property, a commercial/retail use would bring the highest return. Therefore, a professional office is considered the maximally productive use of the property.

As If Vacant

In conclusion, due to the visibility, access, and size of the subject property, a professional office use would bring the highest return as vacant.

As Improved

The site is improved with an unfinished commercial building. The building is in fair condition and has little remaining economic life. Due to the building layout, alternative uses would be very limited. The total value of the property as improved far outpaces the value as vacant, so removal of the structure is not feasible. The building is well designed and is functioning properly. Therefore, the highest and best use as improved would be for a professional office building.

Methodology

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

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

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

The Sales Comparison Approach was performed in this report.

Sales Comparison Approach

Direct Sales Comparison is a valuation technique in which a value opinion is predicated on prices paid in actual market transactions. In this process, comparison is made between properties having a satisfactory degree of similarity to the subject. Transactions involving similar commercial buildings on the following pages.

Comparable Sale Photographs



Sale 1



Sale 2



Sale 3



Sale 4



Listing 1



Listing 2

Improved Sales Summary and Adjustment Grid						
	Subject	Comparable 1	Comparable 2	Comparable 3	Listing	Listing
Property Name:	Former Bank Building	Office Building	Retail/Office	Retail/Office	Office/Whse	Retail Building
Location:	300 Hardy Street	100 Ferguson	1001 Front Street	226 E. Railroad Ave	222 Main Street	413 South High School Ave
City:	Hattiesburg	Hattiesburg	Richton	Crystal Springs	Hattiesburg	Columbia
Date of Sale:	Listing	December-22	October-22	February-22	Listing	Listing
Sale Price:	$240,000	$175,000	$120,000	$150,000	$469,900	$195,000
Building Size:	7151	5,000	5,400	7,089	9,426	7,000
Unadjusted Imprv. Price/SF:	$33.56	$35.00	$22.22	$21.16	$49.85	$27.86
Adjustments						
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations:	Market	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions:	Stable	Stable	Stable	Stable	Stable	Stable
Adjusted Price/SF:		$35.00	$22.22	$21.16	$49.85	$27.86
Location:		Similar	Inferior	Inferior	Similar	Inferior
		0%	25%	25%	0%	10%
Building Size (SF):	7,151	5,000	5,400	7,089	9,426	7,000
		0%	0%	0%	5%	0%
Year Built / Condition:	1930	1962	1935	1950	1920	1950
		0%	0%	0%	0%	0%
Quality	"Shell"	Superior	Similar	Similar	Superior	Similar
		-35.00%	0.00%	0.00%	-35.00%	0.00%
Net Adjustments:		-35%	25%	25%	-30%	10%
Adjusted Imprv. Price/SF:		$22.75	$27.78	$26.45	$34.90	$30.64

Sales Analysis

The preceding sales were confirmed to offer the best indication of value of the subject via the Sales Comparison Approach. A number of sales were examined, and in the final analysis they were narrowed to the most comparable transactions. There are several units of comparison generally employed in the analysis of commercial properties. In this instance, the market dictates price per square foot index is most appropriate. The adjustment categories include location, age, size and interior finish quality.

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

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

Adjustments for time and price trends attempt to quantify changes in market conditions between the date of each sale and the date of the appraisal, based on current market conditions and available properties. All of the transactions are relatively timely, taking place within the last 12 to 15 months.

Building size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in building size can have effect up to a point on the price per square foot index. Typically, if a comparable is larger than the subject, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable is smaller than the subject site, a downward adjustment is applied.

The effective age and condition of the sales are compared to the subject to determine if adjustments are necessary. The historical or chronological age of the structure is less meaningful than its effective age at the time of sale. Effective age is the agent indicated by the condition and utility of the structure and is based on the appraiser's judgment and interpretation of market perceptions. Generally speaking, if one building is better maintained than other buildings in its market area, the effective age of the building may be less than its actual age. If a building is poorly maintained, its effective age may be greater than its actual age. If a building has received typical maintenance, its effective age and actual age may be the same. The building was constructed in 1930; however, the building has received minimal maintenance and upkeep. The building is in fair to average condition and was estimated to have an effective age of about 30 to 35 years. The sales are relatively similar in age and construction.

The subject is considered a "shell" building with interior framing, concrete flooring, exposed electrical and HVAC ducts. The condition of the roof is unknown; however, no visible leaks were observed during the site visit. "Shell Building" Cost indicators and market research indicate a range from 30 to 40 percent lower than finished out costs. Sale 1 and Listing 1 were finished out and downward adjustments were applied. Sale 2, Sale 3, and Listing 2 were "shell" buildings similar to the subject.

The improved sales were all similar office buildings and were all relatively recent sales. The sales indicate improvement unit values from $22.75 to $34.90 per square foot. Sales 2, Sales 3, and Listing 2 were considered most similar with adjusted unit values of $26.24/sf and $30.64/sf respectively. A unit value of $28.00/sf was adopted for the subject.

Building Area: 7,151 Square Feet @ $28.00/SF = $200,228

"As Is" Market Value via Sales Comparison Approach (Rounded) $200,000

ASSUMPTIONS

1. This is an appraisal report presented in an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It is understood between the parties that the scope of the assignment is limited and we relied on information obtained from the public records of Forrest County, published data sources and discussions with market professionals such as investors and brokers relative to County, published data sources and discussions with market professionals such as investors and brokers relative to the subject's income performance and physical composition. The appraiser is not responsible for unauthorized use of this report.

2. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties which are identified as the subject of the report, are clear and marketable and there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. The appraiser has not examined title and makes no representations relative to the condition thereof.

3. Unless otherwise specifically noted in the body of the report, the legal description furnished is assumed to be correct. Any abbreviations or discrepancies relative to the legal would be identified.

4. It is assumed that surveys and/or plats furnished to, or acquired by, the appraiser and used in the making of this report are correct. The appraiser has not made a land survey or caused one to be made unless identified in the report and therefore, assumes no responsibility for accuracy of same.

5. It is assumed any improvements have been, or will be, constructed according to approved architectural plans and specifications in conformance with recommendations contained in or based on any soil report(s). Unless otherwise noted, the appraiser has not retained independent engineer(s) or architect(s) in connection with the report and therefore, makes no representations relative to conformance with approved architectural plans, specifications, or recommendations contained in or based on any soil(s) report.

6. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner are accurate and correct unless otherwise specifically noted in the report. I do not guarantee the correctness of such data, although as far as is reasonably possible, the data has been checked and is believed to be correct. Information and data referred to in this paragraph may include but is not limited to information relative to the subject of the report regarding numerical street addresses, lot and block numbers, assessors parcel numbers, land dimensions, square footage area of land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, budgets, historic operating expenses, and related data. Information obtained regarding demographics, comparable verification, and data of a general sense is assumed factual as confirmed and the source(s) reliable. Any material error in the gathered data could have substantial impact on the conclusions reported; as a result, the appraiser reserves a right to amend conclusions reported if made aware of such an error.

7. Unless otherwise noted in the body of the report, it is assumed that there are no mineral or sub-surface rights of value involved in the report and there are no other development rights of value that may be transferred. Subsurface rights, minerals and oils, were not considered in making this report unless otherwise stated.

8. Any riparian and/or littoral rights identified by survey or plat are assumed to go with the property unless easements and/or deeds of record were found by the appraiser to the contrary.

9. It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless the non-conformity has been stated, defined, and considered in the report. Unless otherwise noted, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape, are being considered.

11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been, or can be, obtained or renewed for any use on which the value opinion contained in the report is based.

12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such material on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated ground water, or other potentially hazardous materials may affect the value of the property. The value opinion is predicated upon the assumption that there is no such material on or in the property that would cause loss in value or affect its marketability. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

13. The soil of the area which is the subject of the report appears to be firm and solid. Unless otherwise stated, subsidence in the area is unknown or uncommon, but the appraiser does not warrant against this condition and/or occurrence.

14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines as described in the report, and there is no encroachment or trespass, unless noted.

15. The date of value of which the opinions in the report apply is set forth in the body of the report. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated in the report.

16. Unless specifically noted in the body of this report, it is assumed that the property or properties described are structurally sound, seismically safe, and that all building systems (mechanical, electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion from the elements; that the property or properties have been engineered in such a manner that it/they will withstand any known elements such as wind storm, flooding, or similar natural occurrences; and that the improvements as currently constituted conform to all applicable local, state, and federal building codes and ordinances. The appraiser retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, the appraiser makes no representations relative to the condition of the improvements. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by ownership or management. If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. If engineers and consultants retained should report negative factors of a material nature or if such are later discussed relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported. Accordingly, if negative findings are reported by engineering consultants, the appraiser reserves the right to amend the report conclusions.

17. Unless otherwise specifically noted, this report is not being prepared for use in conjunction with litigation. Accordingly, no rights to expert testimony, pretrial or other conferences, disposition, or related services are included in this appraisal. If as a result of this undertaking, the appraiser or any its officers, professionals, and/or consultants are requested or required to provide any of the foregoing services, such shall be subject to the availability of The appraiser professionals or consultants at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses.

18. Neither all nor any of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales or other media without written consent and approval of the appraiser., particularly as to the valuation conclusions, the identity of the professionals or firm, or any reference to the Appraisal Institute, the MAI designation, or certification by the State of Mississippi. Exempt from restrictions relative to the transmittal of this report to third parties is duplication for internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the report was prepared, providing that the report and/or its contents shall not be published, in whole or in part in any public document without the express written consent of the appraiser or its principals, which consent The appraiser reserves the right to deny. The report should not be advertised to the public or otherwise used to induce a third party to purchase the property. Any third party not covered by the exemptions herein who may possess this report is advised that he should rely on his own independently secured advice for any decision in conjunction with the property. The appraiser and/or principals, shall have no accountability or responsibility to any such third party.

19. Unless specifically set forth in the body of the report, nothing contained therein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the property(ies) at the value(s), or development scenario as stated. Such decisions involve substantial investment strategy and must be specifically addressed in consultation form.

20. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.

21. The forecasts, projections, and/or operating estimates contained herein are based on current market conditions, anticipated (though recognizably short term) supply and demand factors, and a continued stable economy, unless otherwise stated. Any forecasts are therefore subject to changes in future conditions.

22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since The appraiser has no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

23. **Insurable value is not provided in this report. Taking the difference between our reported Market Value and estimated land value is not an appropriate method for estimating replacement cost of improvements for insurance coverage purposes. We recommend a proper insurance representative to estimate an appropriate coverage for the subject**

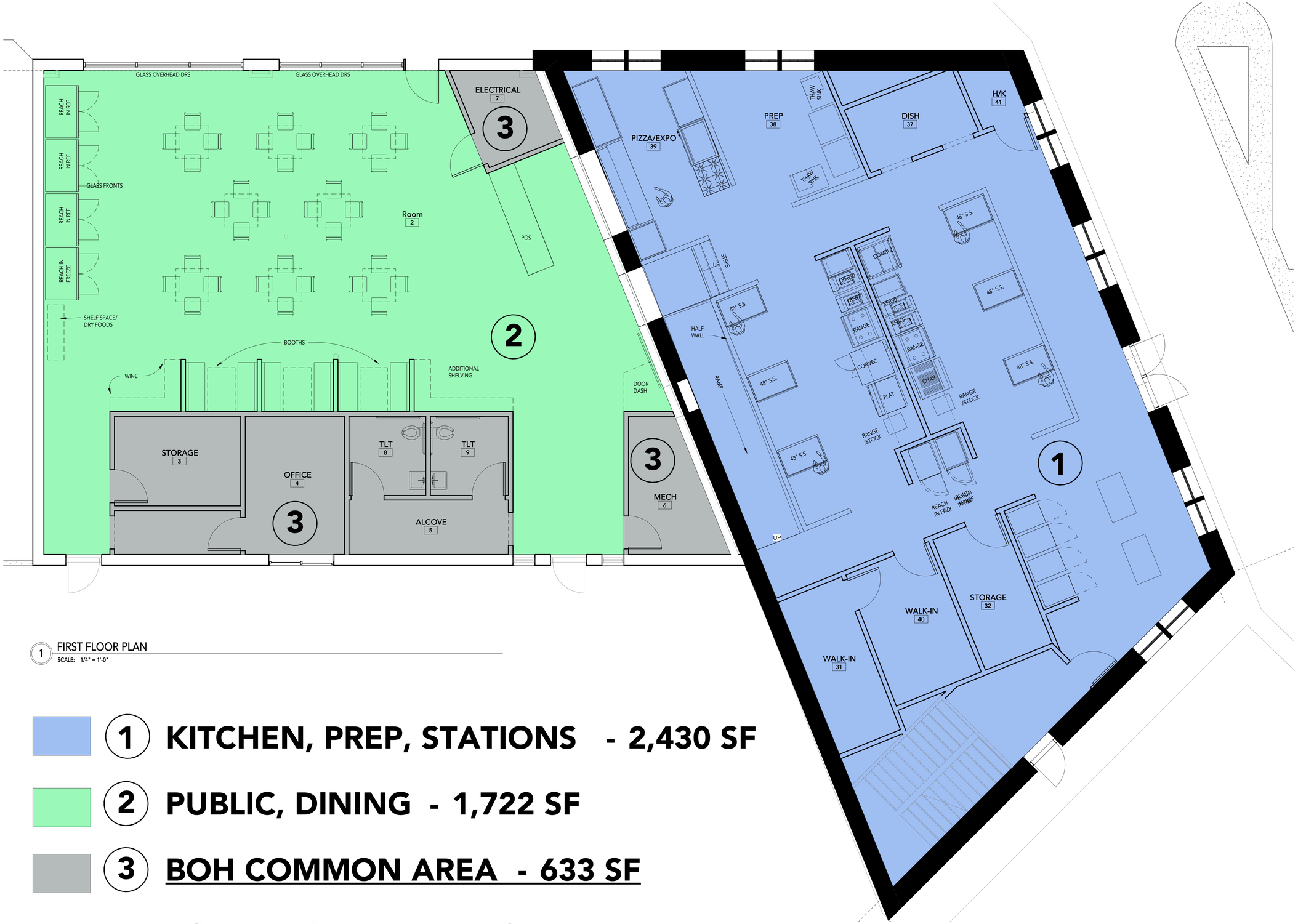
property. Insurable value has two definitions per Marshall and Swift LP. 1. The value of an asset or asset group that is covered by an insurance policy. It can be estimated by deducting costs of non-insurable items (e.g., land value) from Market Value. 2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction cost plus allowances for debris removal or demolition less deterioration and non-insurable items. Sometimes cash value or Market Value, but often entirely a cost concept.

Extraordinary Assumptions

None

Hypothetical Conditions

None



1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

1 KITCHEN, PREP, STATIONS - 2,430 SF

2 PUBLIC, DINING - 1,722 SF

3 <u>BOH COMMON AREA - 633 SF</u>

TOTAL AREA - 4,785 SF



1 SECOND FLOOR PLAN

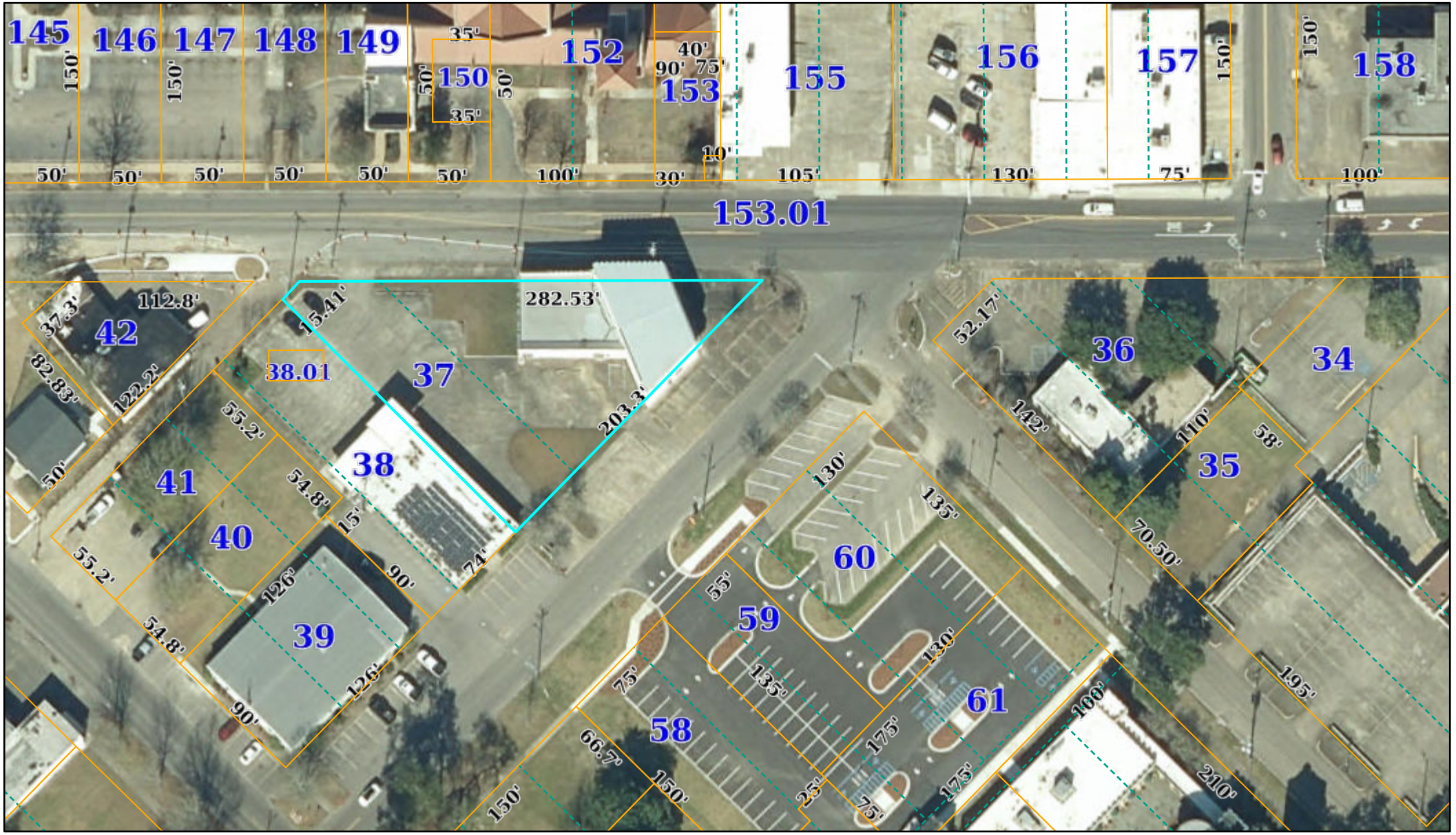
SCALE: 1/4" = 1'-0"

1 **COMMUNITY KITCHEN - 1,766 SF**

2 **BOH COMMON AREA - 660 SF**

TOTAL AREA - 2,366 SF

300 Hardy Street



10/4/2023, 3:50:53 PM

Parcels

LOTLINE

forrest_ms_ac
forrest_ms_dim
forrest_ms_parcelno

Anno

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **10/ 4/2023**

Tax Year 2022

Records Last Updated **10/ 4/2023**

PROPERTY DETAIL

OWNER 300 HARDY STREET LLC
PO BOX 16135

HATTIESBURG MS 39404-6135

ACRES : **NA**
LAND VALUE : 37110
IMPROVEMENTS : 105770
TOTAL VALUE: 142880
ASSESSED : 21433

PARCEL 2-029O-10-037.00
ADDRESS 300 HARDY STREET

TAX INFORMATION

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	1403.86	1403.86	0.00
CITY	1138.74	1138.74	0.00
SCHOOL	1416.29	1416.29	0.00
TOTAL	3958.89	3958.89	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 12 / 2 / 2022

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 1110
PPIN 019359
SECTION 09
TOWNSHIP 04N
RANGE 13W

Book 1380 **Page** 0185

LEGAL BEG SE/CR INTERSEC LN HARDY & NW LNCORINNE ST W 282.53FT SWLY ALG A LEY 77.3 SELY 110FT NELY 59.2FT SELY 90FT TO NWLY LN CORINNE ST NE LY 203.3FT TO BEG LTS 1 & 2 & PARTSOF LTS 3 & 4 BLK 147 B685 P319 1/93 PREV #:H0448-11-001

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2021	TLGFY,LLC	11/30/2022 300 HARDY ST LLC
2018	T T L B L LLC	1/13/2020 MARLOW LLC

View Appraisal Record

Back



QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

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

Colliers January 2023 – September 2023

Senior Valuation Specialist – Performed valuations on various commercial (retail shopping centers, net lease retail, professional and medical office, and industrial) properties for lenders and portfolio management located in Mississippi and Alabama.

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

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

Academic Background

Petal High School- Petal, MS - (2003)
High School Diploma

Jones County Junior College - (2005)
Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)
Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020

General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi

MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD

LICENSE # GA-1418 **STATUS: ACTIVE**

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A

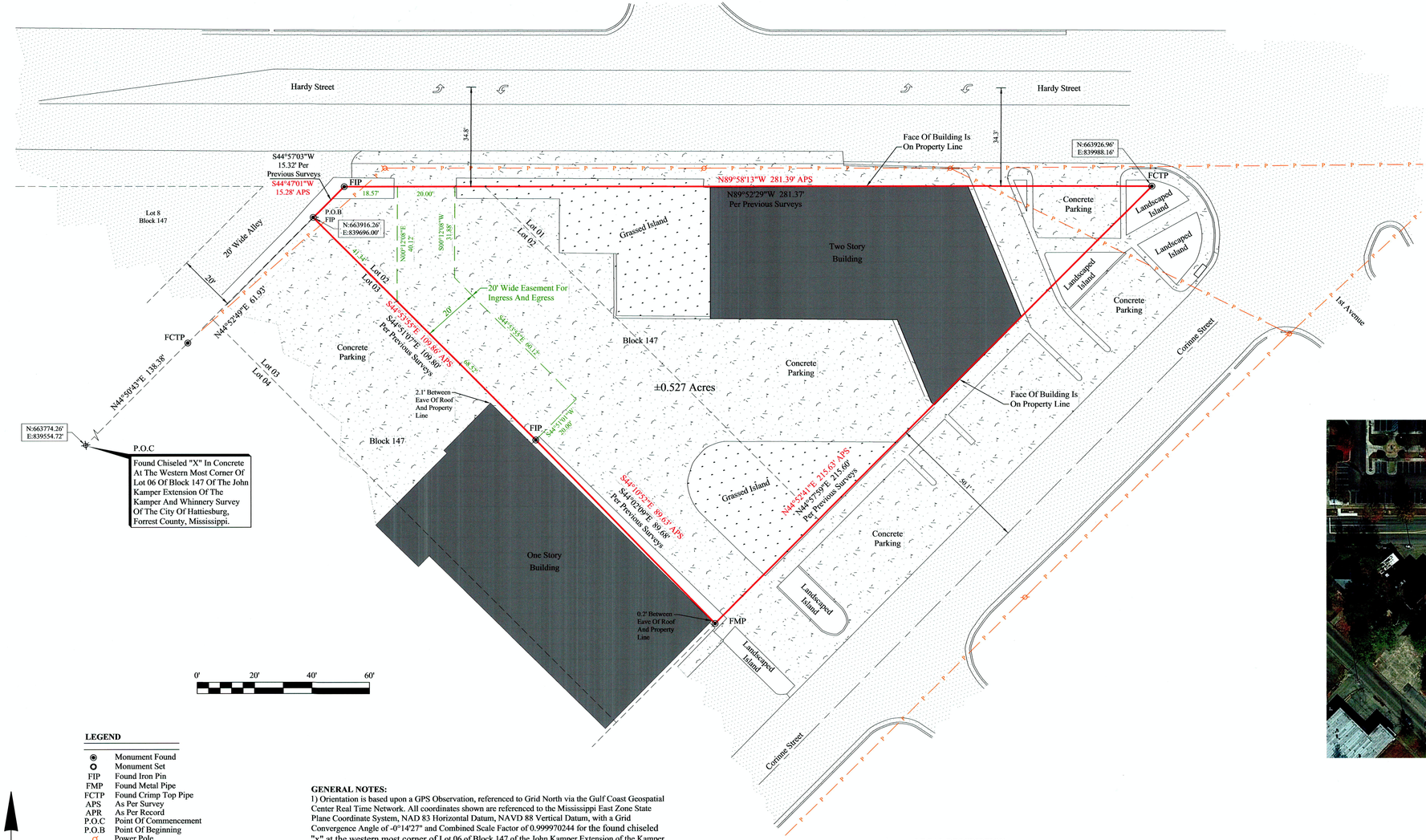
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022

Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Vicinity Map
(Not To Scale)



LEGEND

◉	Monument Found
O	Monument Set
FIP	Found Iron Pin
FMP	Found Metal Pipe
FCTP	Found Crimp Top Pipe
APS	As Per Survey
APR	As Per Record
P.O.C	Point Of Commencement
P.O.B	Point Of Beginning
⌀	Power Pole
—P—	Overhead Power Line

REFERENCE MATERIAL:

1) Deed Book 1267, Page 280.
2) Deed Book 986, Page 034.
3) Deed Book 1370, Page 256.
4) Deed Book 1268, Page 104.
5) A previous survey by Richard A. Rainey Surveying dated 10-18-2017, Project No. Lowrey E.
6) A previous survey by Shows, Dearman & Waits, Inc. dated 03-22-06, Project F06-11, Plat 1.
7) A previous survey by Shows, Dearman & Waits, Inc. dated 03-22-06, Project F06-11, Plat 2.
8) The final plat for the John Kamper Extension of the Kamper And Whinnery Survey of the City Of Hattiesburg, Forrest County, Mississippi, as filed in the Forrest County Chancery Clerks Office in Plat Cabinet A at Slide 29.

GENERAL NOTES:

1) Orientation is based upon a GPS Observation, referenced to Grid North via the Gulf Coast Geospatial Center Real Time Network. All coordinates shown are referenced to the Mississippi East Zone State Plane Coordinate System, NAD 83 Horizontal Datum, NAVD 88 Vertical Datum, with a Grid Convergence Angle of -0°14'27" and Combined Scale Factor of 0.999970244 for the found chiseled "x" at the western most corner of Lot 06 of Block 147 of the John Kamper Extension of the Kamper and Whinnery Survey of the City Of Hattiesburg, Forrest County, Mississippi.
2) 1/2"x18" rebar set at all property corners unless noted.
3) A record search for easements was not conducted as part of this survey. Additional easements affecting the subject property may exist that are not shown on this plat.
4) Subsurface and environmental conditions were not examined as part of this survey.
5) When the distance between the property corners that were found for Lots 1 and 2 are compared to distances on the final plat of the John Kamper Extension of the Kamper and Whinnery Survey of the City Of Hattiesburg, there is an excess of ± 11.6 feet along the right-of-way of Corinne Street and a deficiency of ± 7.1 feet along the right-of-way of Hardy Street. The final plat shows a record distance of 204 feet for the southeast line of Lots 1 and 2 along Corinne Street and a record distance of 288.45 feet for the north line of Lots 1 and 2 along Hardy Street. However, the monuments found between Lots 2 through 6 are within inches of the record distances found on the final plat. In my experience it is not uncommon to find significant excess and deficiencies in corner/triangular shaped lots such as Lot 1 on this plat. The final plat of the John Kamper Extension of the Kamper and Whinnery Survey of the City Of Hattiesburg, Mississippi, was hand drawn and filed in 1902.

LEGAL DESCRIPTION:

Lot 1 and 2 of Block 147 of the John Kamper Extension of the Kamper and Whinnery Survey of the City Of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

Commence at a found chiseled "x" in concrete marking the western most corner of Lot 6 of said Block 147; thence run N44°50'43"E along the northwestern line of Lots 6, 5 and 4 of said Block 147 for 138.38 feet to a found crimp top pipe; thence run N44°52'49"E along the northwestern line of Lots 4 and 3 of said Block 147 for 61.93 feet to a found iron pin marking the western most corner of said Lot 2 and the POINT OF BEGINNING; thence run N44°47'01"E along the northwestern line of said Lot 2 for 15.28 feet to a found iron pin on the south right-of-way of Hardy Street; thence run S89°58'13"E along the south right-of-way of Hardy Street for 281.39 feet to a found crimp top pipe marking the intersection of the south right-of-way of Hardy Street and northwestern right-of-way of Corinne Street; thence run S44°52'41"W along the northwestern right-of-way of Corinne Street for 215.63 feet to a found metal pipe marking the southern most corner of said Lot 2; thence run N44°10'52"W along the southwestern line of said Lot 2 for 89.63 feet to a found iron pin; thence run N44°53'55"W along the southwestern line of said Lot 2 for 109.86 feet back to the POINT OF BEGINNING; The bearings and distances in this description are grid, derived from a GPS Observation, and are referenced to the Mississippi East Zone State Plane Coordinate System, NAD 83 Horizontal Datum, NAVD 88 Vertical Datum, with a Grid Convergence Angle of -00°14'27" and Combined Scale Factor of 0.999970244 for the Point of Commencement of this parcel.
Said parcel of land contains 0.527 acres more or less.

SOUTHEAST SURVEYING & MAPPING
P.O. Box 16267
Hattiesburg, Ms. 39404
P:601-270-9575
southeastsurvey.com

PREPARED FOR
KEVIN GOFFINET

BOUNDARY SURVEY

LOT 1 AND 2 OF THE
JOHN KAMPER EXTENSION OF THE
KAMPER AND WHINNERY SURVEY OF THE
CITY OF HATTIESBURG, MISSISSIPPI

Drawing Number:	473-101821
Drawing Scale:	1"=20'
Drawn By:	T.G
Surveyed By:	H.B
Date Of Survey:	10-18-2021
Class Of Survey:	Class B

TROY A. GARDNER
REGISTERED
PROFESSIONAL
LAND
SURVEYOR
10-28-21
PLS 5011
STATE OF MISSISSIPPI

David B. Miller
Attorney at Law
308 Short Bay St.
Hattiesburg, MS 39401
601-310-4613
davidbrooksmiller@gmail.com

December 7, 2023

VIA EMAIL AT randypope@popelaw.com

Moran M. (Randy) Pope, III, Esq.
Pope & Pope, P.A.
P.O. Box 17527
Hattiesburg, MS 39403

Re: Title Opinion for Forrest County Tax Parcel No. 2-029O-10-037.00 (PPIN 19359)

Dear Randy:

Pursuant to your request that I examine title to certain real property to be acquired in connection with a City project, please be advised that I have made a careful and diligent search of those public records properly indexed in the land records of Forrest County, Mississippi, for a period of more than thirty-one years prior to today's date as the same pertain to and affect said property more particularly described as: Lot 1 and 2 of Block 147 of the John Kamper Extension of the Kamper and Whinnery Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County.

From said examination, assuming that all instruments affecting title to said property have been properly indexed in the land records of Forrest County, I find the record title to the surface of the subject real property to be vested in 300 Hardy Street, LLC, pursuant to that certain Warranty Deed Reserving an Easement from Marlow, LLC, to 300 Hardy Street, LLC, as recorded November 4, 2021, in Deed Book 1380 at Pages 185 ff., in the Office of the Chancery Clerk of Forrest County subject to the following exceptions:

1. That certain Deed of Trust among 300 Hardy Street, LLC, Grantor, Community Bank. Lienholder/Beneficiary, and Donald G. Griffin, Trustee, as recorded November 4, 2021, at Mortgage Book 2390 at Pages 716 ff., in the Office of the Chancery Clerk of Forrest County.

2. That certain Assignment of Leases and Rents between 300 Hardy Street, LLC, Grantor, and Community Bank, Grantee, as recorded November 4, 2021, in Mortgage Book 2390 at Pages 733 ff., in the Office of the Chancery Clerk of Forrest County.

3. Any and all valid and outstanding leases, exceptions, reservations, and conveyances of minerals of every kind and character; provided, however, that no opinion is hereby given as to the ownership of the mineral estate in, on, and under said property.

4. Any and all easements and rights-of-way for streets, sidewalks, and utilities, whether of record or of use.

5. The limitations, reservations, and terms of the aforesaid Warranty Deed Reserving an Easement.

6. Any unrecorded materialman's or mechanic's liens.

7. Any liens for year 2023 ad valorem taxes not yet due and payable.

This opinion does not in any manner constitute a guarantee of title nor a title insurance policy covering the above described property, but merely the opinion of the undersigned attorney with respect to the title to the property as reflected by the records and instruments which are properly noted in the land records of Forrest County, and this opinion expressly does not extend to problems of adverse possession, errors in survey, or any other facts which are not shown of record in the Forrest County land records.

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

Finally, this opinion does not cover any state of facts affecting the record title to the subject real property subsequent to and after December 7, 2023, at 5:00 p.m., which shall be deemed to be the date and time of this opinion.

Sincerely,

David B. Miller
Board Attorney

Memorandum

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

From: **Nathan Satcher, Planner II**

cc: **Ann Jones**

Date: **Tuesday, December 19, 2023**

Re: **Ratify and confirm the Mayor's appointment of Eric Boney (W2) to the Board of Adjustment for a three-year term beginning January 1, 2024, and ending December 31, 2026.**
File Number: 2023-900
Minute Book #

Summary
Ratify and confirm the Mayor's appointment of Eric Boney (W2) to the Board of Adjustment for a three-year term beginning January 1, 2024, and ending December 31, 2027. Boney will fill an expired Board Member position in Ward 2.

Recommendation Statement

Please place this on the December 19, 2023 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATASHEET

BOARD/COMMISSION: Hattiesburg Board of Adjustment

TERM OF OFFICE: 3 years PERIOD January 1st, 2024 – December 31st 2026

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES Bruce Betts

NAME OF PROPOSED APPOINTEE: Eric K. Boney

ADDRESS 923 Main Street

HOME PHONE NUMBER 601-520-6796 WARD Ward 2

PLACE OF EMPLOYMENT Independent Education Consultant

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: _____ POSITION: _____

PERSON CONTACTED BY Toby Barker DATE: 12/1/2023

AGREED TO SERVE: Yes DECLINED: _____

Memorandum

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

From: **Cory Long, Planning Administrator, Nathan Satcher, Planner II**

cc: **Ann Jones**

Date: **Tuesday, December 19, 2023**

Re: **Ratify and confirm the Mayor's appointment of John Eye (W1) to the Board of Adjustment for a three-year term beginning January 1, 2024, and ending December 31, 2026.**
File Number: 2023-908
Minute Book #

Summary
Ratify and confirm the Mayor's appointment of John Eye (W1) to the Board of Adjustment for a three-year term beginning January 1, 2024, and ending December 31, 2026. The appointment will fill a vacant position in Ward 1.

Recommendation Statement

Please place this on the December 19, 2023 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATASHEET

BOARD/COMMISSION: Hattiesburg Board of Adjustment

TERM OF OFFICE: 3 years PERIOD January 1st, 2024 – December 31st 2026

TERM EXPIRED: _____ OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES: Vacant Position in Ward 1

NAME OF PROPOSED APPOINTEE: Dr. John Eye

ADDRESS 123 J Ed. Turner Drive

HOME PHONE NUMBER _____ WARD Ward 2

PLACE OF EMPLOYMENT University of Southern Mississippi

EMPLOYMENT ADDRESS 118 College Drive #5053, Hattiesburg, MS 39406

EMPLOYMENT PHONE NO: 601-266-4241

POSITION: Dean of University Libraries & Professor

PERSON CONTACTED BY Toby Barker DATE: 12/6/2023

AGREED TO SERVE: Yes DECLINED: _____

Memorandum

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

From: **Cory Long, Planning Administrator, Nathan Satcher, Planner II**

cc: **Ann Jones**

Date: **Tuesday, December 19, 2023**

Re: **Ratify and confirm the Mayor's reappointment of Stacey Ready (W4) to the Board of Adjustment for a three-year term beginning January 1, 2024, and ending December 31, 2026.**
File Number: 2023-917
Minute Book #

Summary
Ratify and confirm the Mayor's reappointment of Stacey Ready (W4) to the Board of Adjustment for a three-year term beginning January 1, 2024, and ending December 31, 2026.

Recommendation Statement

Please place this on the December 19, 2023 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATASHEET

BOARD/COMMISSION Board of Adjustments

TERM OF OFFICE 3 years PERIOD January 1st, 2024 – December 31st, 2026

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: ___

REPLACES _____

NAME OF PROPOSED APPOINTEE Stacey Calloway Ready

ADDRESS 2014 Mamie Street, Hattiesburg, MS

HOME PHONE NUMBER 601.520.7824 WARD Ward 4

PLACE OF EMPLOYMENT University of Southern Mississippi

EMPLOYMENT ADDRESS 118 College Drive, Hattiesburg, MS

EMPLOYMENT PHONE NO: _____ POSITION: Assistant to the Dean and Coordinator of Honors Foundations USM

PERSON CONTACTED BY Toby Barker, Mayor DATE: _____

AGREED TO SERVE: Yes DECLINED: _____

Memorandum

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

From: **Cory Long, Planning Administrator**

cc: **Ann Jones**

Date: **Tuesday, December 19, 2023**

Re: **Ratify and confirm the Mayor's reappointment of Elizabeth Schwartz (W4) to the Hattiesburg Historic Conservation Commission for a three-year term beginning January 1, 2024, and ending December 31, 2028.**
File Number: 2023-918
Minute Book #

Summary
Ratify and confirm the Mayor's reappointment of Elizabeth Schwartz (W4) to the Hattiesburg Historic Conservation Commission for a three-year term beginning January 1, 2024, and ending December 31, 2028.

Recommendation Statement

Please place this on the December 19, 2023 City Council meeting for consideration.

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Acknowledge receipt of the monthly budget report for the month ending November 30, 2023.**
File Number: 2023-911
Minute Book #

Summary
Acknowledgment of November's monthly budget report.

Recommendation Statement
I recommend the acknowledgment of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

City of Hattiesburg, MS

REVENUE REPORT

FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 General Fund								
001001 REVENUES								
20 REVENUES								
001001 206500	HOUSING AUTHORITY	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
001001 220100	GAS RETAIL LICENSE F	0	0	-110.00	.00	.00	110.00	100.0%
TOTAL REVENUES		-15,000	-15,000	-110.00	.00	.00	-14,890.00	.7%
22 LICENSES & PERMITS								
001001 220000	PRIVILEGE LICENSES	-140,000	-140,000	-57,770.25	-17,389.77	.00	-82,229.75	41.3%
001001 221100	ELECTRICAL FRANCHISE	-3,050,000	-3,050,000	-877,917.60	-10,854.01	.00	-2,172,082.40	28.8%
001001 221200	SOLID WASTE OPER/FRA	-165,000	-165,000	-14,210.67	-13,289.67	.00	-150,789.33	8.6%
001001 221400	FIBER INFRASTRUCTURE	-9,500	-9,500	-3,040.62	.00	.00	-6,459.38	32.0%
001001 221500	GAS FRANCHISE	-200,000	-200,000	-35,166.51	.00	.00	-164,833.49	17.6%
001001 221800	CSPIRE FIBER-TELEPAK	-3,000	-3,000	-554.77	-554.77	.00	-2,445.23	18.5%
001001 221900	CABLE T.V. FRANCHISE	-320,000	-320,000	-71,211.44	-71,211.44	.00	-248,788.56	22.3%
001001 222100	BUILDING PERMIT/INSP	-450,000	-450,000	-86,351.00	-48,651.00	.00	-363,649.00	19.2%
001001 222200	FIRE INSPECTION	-366,000	-366,000	.00	.00	.00	-366,000.00	.0%
001001 222300	SIGN PERMIT	-15,000	-15,000	-4,117.00	-1,581.00	.00	-10,883.00	27.4%
001001 222400	LAND CODE ENFORCEMEN	-15,000	-15,000	-2,285.00	-970.00	.00	-12,715.00	15.2%
001001 222500	GAS & PLUMBING	-8,000	-8,000	-3,155.00	-2,255.00	.00	-4,845.00	39.4%
001001 222600	ELECTRICAL INSPECTIO	-10,000	-10,000	-1,150.00	-450.00	.00	-8,850.00	11.5%
001001 222700	DEMOLITION PERMIT	-1,000	-1,000	-150.00	.00	.00	-850.00	15.0%
001001 222800	HOUSE MOVING	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
001001 223400	PROPERTY CLEAN-UP CO	-120,000	-120,000	-8,366.08	.00	.00	-111,633.92	7.0%
001001 223600	WRECKER REGISTRATION	-500	-500	.00	.00	.00	-500.00	.0%
001001 223700	BURN OR MISC FIRE PE	-2,000	-2,000	-155.00	-155.00	.00	-1,845.00	7.8%
001001 223800	AMBULANCE PERMIT	-900	-900	.00	.00	.00	-900.00	.0%
001001 223900	TRANSIENT VENDOR FEE	-2,500	-2,500	.00	.00	.00	-2,500.00	.0%
001001 224500	ZONING CERTIFICATE F	-10,000	-10,000	-1,600.00	-925.00	.00	-8,400.00	16.0%
001001 225500	CONTRACTOR LICENSE F	-100	-100	.00	.00	.00	-100.00	.0%
001001 225600	GOLF CART REGISTRATI	-3,000	-3,000	-1,000.00	-500.00	.00	-2,000.00	33.3%
001001 229000	NSF CHECK FEE	-120	-120	.00	.00	.00	-120.00	.0%
001001 229900	MISC. PERMITS & FEES	-80,000	-80,000	-1,890.00	-1,585.00	.00	-78,110.00	2.4%

REVENUE REPORT

FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LICENSES & PERMITS		-4,972,620	-4,972,620	-1,170,090.94	-170,371.66	.00	-3,802,529.06	23.5%
23 FEDERAL GRANTS								
001001 230100	HHS.-SAMHSA GRANT	-326,735	-326,735	.00	.00	.00	-326,735.00	.0%
001001 230700	JUST.-OTHER	-7,255	-7,255	.00	.00	.00	-7,255.00	.0%
001001 231100	JUST.-BYRNE GRANTS	-21,522	-21,522	-2,496.30	-2,496.30	.00	-19,025.70	11.6%
001001 231600	JUST.-COPS HIRING RE	-236,337	-236,337	-77,731.50	-28,820.45	.00	-158,605.50	32.9%
001001 231700	JUST.-UNIVERSAL COPS	-61,129	-61,129	.00	.00	.00	-61,129.00	.0%
001001 232100	HHS-HIDTA NARCOTICS	-10,686	-10,686	.00	.00	.00	-10,686.00	.0%
001001 233700	FEMA RELIEF	-700,000	-1,709,424	.00	.00	.00	-1,709,424.00	.0%
001001 236200	HUD-LEAD HAZARD REDU	-1,400,650	-1,400,650	-56,950.78	.00	.00	-1,343,699.22	4.1%
TOTAL FEDERAL GRANTS		-2,764,314	-3,773,738	-137,178.58	-31,316.75	.00	-3,636,559.42	3.6%
25 STATE GRANTS								
001001 250300	MISCELLANEOUS STATE	0	-218,846	.00	.00	.00	-218,846.00	.0%
001001 251500	POLICE ACADEMY REIMB	-55,000	-55,000	.00	.00	.00	-55,000.00	.0%
001001 251800	SOLID WASTE GRANT	-75,000	-75,000	.00	.00	.00	-75,000.00	.0%
001001 252600	STOP VIOLENCE GRANT	-23,527	-69,537	-86,453.42	-21,439.30	.00	16,916.42	124.3%
001001 2526MC	STOP VIOLENCE-MUNI C	-257,633	-257,633	.00	.00	.00	-257,633.00	.0%
001001 252700	ALCOHOL INCENTIVE	-39,231	-39,231	-13,759.55	-3,054.49	.00	-25,471.45	35.1%
TOTAL STATE GRANTS		-450,391	-715,247	-100,212.97	-24,493.79	.00	-615,034.03	14.0%
26 STATE-SHARED REVENUE								
001001 260000	GENERAL SALES TAX	-27,300,000	-27,300,000	-4,669,308.34	-2,297,670.99	.00	-22,630,691.66	17.1%
001001 260100	CITY UTILITY TAX	-50,000	-50,000	-3,936.44	-2,052.05	.00	-46,063.56	7.9%
001001 261000	ALCOHOLIC BEV. LICEN	-160,000	-160,000	-24,300.00	-12,825.00	.00	-135,700.00	15.2%
001001 267000	MPO-METROPOLITAN PLA	-287,654	-287,654	-27,989.54	-27,989.54	.00	-259,664.46	9.7%
TOTAL STATE-SHARED REVENUE		-27,797,654	-27,797,654	-4,725,534.32	-2,340,537.58	.00	-23,072,119.68	17.0%
27 CITY-CTY SHARED REV								
001001 270900	LAMAR/FORREST-HAZ.WA	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001 274006	K-9 GRANT - ASBURY F	-13,000	-13,000	.00	.00	.00	-13,000.00	.0%
TOTAL CITY-CTY SHARED REV		-16,000	-16,000	.00	.00	.00	-16,000.00	.0%
28 PUBLIC SAFETY								
001001 285500	CRIME SCENE UNIT CON	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
001001 287000	POLICE/FIRE-SPECIAL	-220,000	-220,000	-16,146.50	-7,320.50	.00	-203,853.50	7.3%
001001 288000	P&F LATERAL TRNG REI	0	0	-12,000.00	.00	.00	12,000.00	100.0%
001001 288300	US MARSHALL O/T REIM	-12,000	-12,000	.00	.00	.00	-12,000.00	.0%
001001 288400	FED BUREAU INVEST O/	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
TOTAL PUBLIC SAFETY		-285,000	-285,000	-28,146.50	-7,320.50	.00	-256,853.50	9.9%
29 STR-SAN CHARGES								
001001 291000	PARKING METERS	-800	-800	-91.05	.00	.00	-708.95	11.4%
001001 295100	RECYCLING PICK UP	-115,000	-115,000	-14,238.45	-8,965.80	.00	-100,761.55	12.4%
001001 296000	TRASH HAULING	-190,000	-190,000	-2,615.00	.00	.00	-187,385.00	1.4%
001001 296500	RESIDENTL WASTE COLL	-2,050,000	-2,050,000	-337,820.34	-210,984.97	.00	-1,712,179.66	16.5%
TOTAL STR-SAN CHARGES		-2,355,800	-2,355,800	-354,764.84	-219,950.77	.00	-2,001,035.16	15.1%
33 FINES & FORFEITS								
001001 331000	MUNICIPAL COURT COLL	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
001001 332000	POLICE FINES	-115,000	-115,000	.00	.00	.00	-115,000.00	.0%
001001 332100	CITY COURT COSTS	-85,000	-85,000	-6,911.57	-3,747.75	.00	-78,088.43	8.1%
001001 332200	CCC-JAIL REIMB.	0	0	-4.22	-3.58	.00	4.22	100.0%
001001 332700	ANIMAL CONTROL	0	0	-.18	-.18	.00	.18	100.0%
001001 332800	COURT TECHNOLOGY FEE	-190,000	-190,000	-15,433.56	-8,275.43	.00	-174,566.44	8.1%
001001 333000	ENVIRONMENTAL COURT	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
TOTAL FINES & FORFEITS		-396,000	-396,000	-22,349.53	-12,026.94	.00	-373,650.47	5.6%
34 MISCELLANEOUS								
001001 340500	CHECKING ACCOUNT INT	-75,000	-75,000	-8,362.91	-4,176.08	.00	-66,637.09	11.2%

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FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001 341201	TRAIN DEPOT FACILITY	-22,000	-22,000	-1,175.00	-1,800.00	.00	-20,825.00	5.3%
001001 341202	P&F ACADEMY RENTALS	-16,000	-16,000	-1,325.00	-1,325.00	.00	-14,675.00	8.3%
001001 341203	PBMH-COURTESY FORD B	-12,000	-12,000	-1,000.00	-1,000.00	.00	-11,000.00	8.3%
001001 341207	MERCHANTS	-2,400	-2,400	-400.00	-200.00	.00	-2,000.00	16.7%
001001 341223	KLONDYKE ST RENT	-30,000	-30,000	-5,000.00	-2,500.00	.00	-25,000.00	16.7%
001001 341245	MISC CELL TOWER REVE	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
001001 341500	PARKING GARAGE-CIVIC	-12,000	-12,000	-3,120.00	-2,115.00	.00	-8,880.00	26.0%
001001 341600	PARKING GARAGE-PINE	-12,000	-12,000	-1,755.00	-885.00	.00	-10,245.00	14.6%
001001 341701	MAIN STREET PARKING	-5,000	-5,000	-780.00	-260.00	.00	-4,220.00	15.6%
001001 341704	MOBILE ST. PKG.LOT #	-600	-600	.00	.00	.00	-600.00	.0%
001001 341707	HEMPHILL PKG. LOT	-1,800	-1,800	.00	.00	.00	-1,800.00	.0%
001001 341708	EAST PINE PKG.LOT	-600	-600	.00	.00	.00	-600.00	.0%
001001 341710	REGIONS BANK STREET	-400	-400	.00	.00	.00	-400.00	.0%
001001 342000	CEMETERY FEES	-40,000	-40,000	-8,245.00	-2,485.00	.00	-31,755.00	20.6%
001001 345501	CONTR-HISTORIC HBRG	-30,000	-30,000	.00	.00	.00	-30,000.00	.0%
001001 345900	CONTRIBUTIONS-OTHER	-150,000	-150,000	.00	.00	.00	-150,000.00	.0%
001001 346100	CONTRIB-POLICEMAN'S	-800	-800	.00	.00	.00	-800.00	.0%
001001 346500	CONTRIB-H'BURG. CONV	-4,000	-4,000	.00	.00	.00	-4,000.00	.0%
001001 346900	CONTRIB-OTHER	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
001001 347000	CONTRIB. MIDNIGHT ON	-4,000	-4,000	.00	.00	.00	-4,000.00	.0%
001001 347500	CONTRIB-COMMUNITY DE	0	0	-500.00	.00	.00	500.00	100.0%
TOTAL MISCELLANEOUS		-426,600	-426,600	-31,662.91	-16,746.08	.00	-394,937.09	7.4%
35 OTHER - MISC								
001001 359000	POLICE DEPT-MISC CHA	-535,000	-535,000	-76,246.22	-38,295.82	.00	-458,753.78	14.3%
TOTAL OTHER - MISC		-535,000	-535,000	-76,246.22	-38,295.82	.00	-458,753.78	14.3%
38 TRANSFERS IN								
001001 380011	T/F WATER & SEWER	-824,000	-824,000	.00	.00	.00	-824,000.00	.0%
001001 380027	T/F TAX COLLECTORS-G	-21,400,000	-21,400,000	-295,074.11	-150,505.32	.00	-21,104,925.89	1.4%
001001 3800EB	T/F TAX COLL-EXCESS	-170,000	-170,000	-67,166.44	.00	.00	-102,833.56	39.5%
001001 3800IP	T/F TAX COLL-INT/PEN	-300,000	-300,000	-36,936.67	-15,480.59	.00	-263,063.33	12.3%
TOTAL TRANSFERS IN		-22,694,000	-22,694,000	-399,177.22	-165,985.91	.00	-22,294,822.78	1.8%
39 NON-REVENUE RECEIPTS								
001001 393000	SALE OF CEMETERY LOT	-70,000	-70,000	-10,605.00	-4,650.00	.00	-59,395.00	15.2%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001 394000	SALE OF EQUIPMENT	-270,000	-270,000	.00	.00	.00	-270,000.00	.0%
001001 394300	SALE OF SCRAP MATERI	-3,500	-3,500	-525.60	.00	.00	-2,974.40	15.0%
001001 395000	MDB LOAN PYMT-HUB CI	0	0	-753.83	-753.83	.00	753.83	100.0%
001001 395900	COPIES/RECORDS REQUE	-200	-200	-128.00	-128.00	.00	-72.00	64.0%
001001 396500	REFUND & RECOVERY	-25,000	-25,000	-939.63	3,832.58	.00	-24,060.37	3.8%
001001 399900	APPROPRIABLE FUND BA	-20,000,000	-20,002,997	.00	.00	.00	-20,002,997.00	.0%
TOTAL NON-REVENUE RECEIPTS		-20,368,700	-20,371,697	-12,952.06	-1,699.25	.00	-20,358,744.94	.1%
TOTAL REVENUES		-83,077,079	-84,354,356	-7,058,426.09	-3,028,745.05	.00	-77,295,929.91	8.4%
	TOTAL REVENUES	-83,077,079	-84,354,356	-7,058,426.09	-3,028,745.05	.00	-77,295,929.91	
002 PARKS & RECREATION FUND								
002001 PKS/REC FUND REVENUES								
23 FEDERAL GRANTS								
002001 233900	MISC FEDERAL GRANTS	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
TOTAL FEDERAL GRANTS		-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
25 STATE GRANTS								
002001 250300	MISCELLANEOUS STATE	-6,660	-6,660	.00	.00	.00	-6,660.00	.0%
TOTAL STATE GRANTS		-6,660	-6,660	.00	.00	.00	-6,660.00	.0%
30 MISCELLANEOUS								
002001 311000	SWIM FEES-C.E. ROY/5	-300	-300	.00	.00	.00	-300.00	.0%
002001 311200	SWIM FEES-DAHMER PAR	-600	-600	.00	.00	.00	-600.00	.0%
002001 312100	CHEER PROGRAM	-800	-800	.00	.00	.00	-800.00	.0%
002001 312200	SUMMER DAY CAMP	-10,000	-10,000	.00	.00	.00	-10,000.00	.0%
002001 313800	TATUM PK PAVILION US	-600	-600	-150.00	-100.00	.00	-450.00	25.0%
002001 313900	EASTSIDE PK PAVILION	-200	-200	-150.00	-100.00	.00	-50.00	75.0%

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002 PARKS & RECREATION FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002001 314700	DAHMER PAVILION USE	-800	-800	150.00	100.00	.00	-950.00	-18.8%
002001 315000	BALLFIELD USE FEES	-1,500	-1,500	.00	.00	.00	-1,500.00	.0%
002001 315100	PARKS-MISC USE FEES	-8,300	-8,300	-1,085.00	-716.00	.00	-7,215.00	13.1%
002001 316002	LITTLE TIGERS BASKET	-4,000	-4,000	-50.00	-50.00	.00	-3,950.00	1.3%
002001 316004	YOUTH TRACK & FIELD	-2,500	-2,500	.00	.00	.00	-2,500.00	.0%
002001 316015	TACKLE FOOTBALL	-600	-600	.00	.00	.00	-600.00	.0%
002001 316202	ADULT BASKETBALL	-4,000	-4,000	.00	.00	.00	-4,000.00	.0%
002001 316203	ADULT CO-ED SOFTBALL	-4,000	-4,000	.00	.00	.00	-4,000.00	.0%
002001 316204	ADULT MEN'S SOFTBALL	-6,500	-6,500	-2,100.00	.00	.00	-4,400.00	32.3%
002001 316209	ADULT FLAG FOOTBALL	-500	-500	.00	.00	.00	-500.00	.0%
002001 317000	CERAMICS CLASS FEES	-1,200	-1,200	-550.00	-300.00	.00	-650.00	45.8%
002001 317800	DRAMA,ART,DANCE LESS	-28,000	-28,000	-2,176.00	-1,601.00	.00	-25,824.00	7.8%
TOTAL MISCELLANEOUS		-74,400	-74,400	-6,111.00	-2,767.00	.00	-68,289.00	8.2%
34 MISCELLANEOUS								
002001 340500	CHECKING ACCOUNT INT	-15,000	-15,000	-6,003.37	-2,447.32	.00	-8,996.63	40.0%
002001 346900	CONTRIB-OTHER	0	0	-4,000.00	.00	.00	4,000.00	100.0%
TOTAL MISCELLANEOUS		-15,000	-15,000	-10,003.37	-2,447.32	.00	-4,996.63	66.7%
38 TRANSFERS IN								
002001 380001	T/F GENERAL FUND	-2,654,176	-2,654,176	-1,600,000.00	-1,600,000.00	.00	-1,054,176.00	60.3%
002001 380027	T/F TAX COLLECTORS-G	-1,040,000	-1,040,000	-14,198.22	-7,263.39	.00	-1,025,801.78	1.4%
TOTAL TRANSFERS IN		-3,694,176	-3,694,176	-1,614,198.22	-1,607,263.39	.00	-2,079,977.78	43.7%
39 NON-REVENUE RECEIPTS								
002001 399900	APPROPRIABLE FUND BA	-800,000	-648,001	.00	.00	.00	-648,001.00	.0%
TOTAL NON-REVENUE RECEIPTS		-800,000	-648,001	.00	.00	.00	-648,001.00	.0%
TOTAL PKS/REC FUND REVENUES		-4,591,236	-4,439,237	-1,630,312.59	-1,612,477.71	.00	-2,808,924.41	36.7%
TOTAL REVENUES		-4,591,236	-4,439,237	-1,630,312.59	-1,612,477.71	.00	-2,808,924.41	
004 LIBRARY FUND								
004001 LIBRARY FUND REVENUES								

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004 LIBRARY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
38 TRANSFERS IN							
004001 380027 T/F TAX COLLECTORS-G	0	0	-13,611.60	-6,850.34	.00	13,611.60	100.0%
TOTAL TRANSFERS IN	0	0	-13,611.60	-6,850.34	.00	13,611.60	100.0%
TOTAL LIBRARY FUND REVENUES	0	0	-13,611.60	-6,850.34	.00	13,611.60	100.0%
TOTAL REVENUES	0	0	-13,611.60	-6,850.34	.00	13,611.60	
005 HATT.MUNICIPAL FIRE PROTECTION							
005001 H.M.F.P.FUND REVENUES							
26 STATE-SHARED REVENUE							
005001 262000 PRO-RATA FIRE INS. P	-290,000	-290,000	.00	.00	.00	-290,000.00	.0%
005001 262500 FIRE INS REBATE/CODE	-7,500	-7,500	.00	.00	.00	-7,500.00	.0%
TOTAL STATE-SHARED REVENUE	-297,500	-297,500	.00	.00	.00	-297,500.00	.0%
28 PUBLIC SAFETY							
005001 286200 FIRE PROT.SHARE-USM	-96,000	-96,000	.00	.00	.00	-96,000.00	.0%
TOTAL PUBLIC SAFETY	-96,000	-96,000	.00	.00	.00	-96,000.00	.0%
33 FINES & FORFEITS							
005001 332500 FIRE CODE VIOLATIONS	-50	-50	.00	.00	.00	-50.00	.0%
TOTAL FINES & FORFEITS	-50	-50	.00	.00	.00	-50.00	.0%
34 MISCELLANEOUS							
005001 340500 CHECKING ACCOUNT INT	-6,000	-6,000	-1,102.33	-606.46	.00	-4,897.67	18.4%

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005 HATT.MUNICIPAL FIRE PROTECTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MISCELLANEOUS	-6,000	-6,000	-1,102.33	-606.46	.00	-4,897.67	18.4%
39 NON-REVENUE RECEIPTS							
005001 399900 APPROPRIABLE FUND BA	-1,150,000	-1,092,958	.00	.00	.00	-1,092,958.00	.0%
TOTAL NON-REVENUE RECEIPTS	-1,150,000	-1,092,958	.00	.00	.00	-1,092,958.00	.0%
TOTAL H.M.F.P.FUND REVENUES	-1,549,550	-1,492,508	-1,102.33	-606.46	.00	-1,491,405.67	.1%
TOTAL REVENUES	-1,549,550	-1,492,508	-1,102.33	-606.46	.00	-1,491,405.67	
008 SPECIAL STREET IMPR.FUND							
008001 SPEC.ST.IMPR REVENUES							
26 STATE-SHARED REVENUE							
008001 265000 MUNICIPAL AID	-80,000	-80,000	-24,356.96	-24,356.96	.00	-55,643.04	30.4%
TOTAL STATE-SHARED REVENUE	-80,000	-80,000	-24,356.96	-24,356.96	.00	-55,643.04	30.4%
34 MISCELLANEOUS							
008001 340500 CHECKING ACCOUNT INT	-1,800	-1,800	-390.73	-202.08	.00	-1,409.27	21.7%
TOTAL MISCELLANEOUS	-1,800	-1,800	-390.73	-202.08	.00	-1,409.27	21.7%
39 NON-REVENUE RECEIPTS							
008001 399900 APPROPRIABLE FUND BA	-363,000	-363,969	.00	.00	.00	-363,969.00	.0%
TOTAL NON-REVENUE RECEIPTS	-363,000	-363,969	.00	.00	.00	-363,969.00	.0%
TOTAL SPEC.ST.IMPR REVENUES	-444,800	-445,769	-24,747.69	-24,559.04	.00	-421,021.31	5.6%
TOTAL REVENUES	-444,800	-445,769	-24,747.69	-24,559.04	.00	-421,021.31	

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009 WATER & SEWER OPERATION/MAINT.	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009 WATER & SEWER OPERATION/MAINT.							
009001 W&S O&M REVENUES							
29 STR-SAN CHARGES							
009001 295500 LAGOON DUMPING	-65,000	-65,000	-20,210.00	-14,160.00	.00	-44,790.00	31.1%
TOTAL STR-SAN CHARGES	-65,000	-65,000	-20,210.00	-14,160.00	.00	-44,790.00	31.1%
34 MISCELLANEOUS							
009001 340500 CHECKING ACCOUNT INT	-5,000	-5,000	-598.44	-223.01	.00	-4,401.56	12.0%
TOTAL MISCELLANEOUS	-5,000	-5,000	-598.44	-223.01	.00	-4,401.56	12.0%
38 TRANSFERS IN							
009001 380011 T/F WATER & SEWER	-15,000,000	-15,000,000	-2,500,000.00	-1,250,000.00	.00	-12,500,000.00	16.7%
TOTAL TRANSFERS IN	-15,000,000	-15,000,000	-2,500,000.00	-1,250,000.00	.00	-12,500,000.00	16.7%
39 NON-REVENUE RECEIPTS							
009001 394000 SALE OF EQUIPMENT	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
009001 394300 SALE OF SCRAP MATERI	-3,500	-3,500	.00	.00	.00	-3,500.00	.0%
009001 399900 APPROPRIABLE FUND BA	-1,000,000	-1,968,720	.00	.00	.00	-1,968,720.00	.0%
TOTAL NON-REVENUE RECEIPTS	-1,004,500	-1,973,220	.00	.00	.00	-1,973,220.00	.0%
TOTAL W&S O&M REVENUES	-16,074,500	-17,043,220	-2,520,808.44	-1,264,383.01	.00	-14,522,411.56	14.8%
TOTAL REVENUES	-16,074,500	-17,043,220	-2,520,808.44	-1,264,383.01	.00	-14,522,411.56	
010 WATER & SEWER B & I							
010001 W&S B&I REVENUES							

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010 WATER & SEWER B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
34 MISCELLANEOUS							
010001 340500 CHECKING ACCOUNT INT	-50,000	-50,000	-33,591.57	-17,577.00	.00	-16,408.43	67.2%
010001 340700 OTHER INTEREST	0	0	-6,903.15	.00	.00	6,903.15	100.0%
TOTAL MISCELLANEOUS	-50,000	-50,000	-40,494.72	-17,577.00	.00	-9,505.28	81.0%
38 TRANSFERS IN							
010001 380021 T/F 21 REFUNDING	-4,000,000	-4,000,000	-666,666.00	-333,333.00	.00	-3,333,334.00	16.7%
010001 3800B T/F WATER & SEWER '12	-660,000	-660,000	-110,000.00	-55,000.00	.00	-550,000.00	16.7%
010001 3800C T/F WATER & SEWER '13	-1,350,000	-1,350,000	-225,000.00	-112,500.00	.00	-1,125,000.00	16.7%
010001 3800GO T/F '10 W&S GO BONDS	-255,000	-255,000	-42,500.00	-21,250.00	.00	-212,500.00	16.7%
010001 3800M T/F WTR/SWR(METER GO)	-390,000	-390,000	-65,000.00	-32,500.00	.00	-325,000.00	16.7%
TOTAL TRANSFERS IN	-6,655,000	-6,655,000	-1,109,166.00	-554,583.00	.00	-5,545,834.00	16.7%
39 NON-REVENUE RECEIPTS							
010001 399900 APPROPRIABLE FUND BA	-22,970,000	-29,832,704	.00	.00	.00	-29,832,704.00	.0%
TOTAL NON-REVENUE RECEIPTS	-22,970,000	-29,832,704	.00	.00	.00	-29,832,704.00	.0%
TOTAL W&S B&I REVENUES	-29,675,000	-36,537,704	-1,149,660.72	-572,160.00	.00	-35,388,043.28	3.1%
TOTAL REVENUES	-29,675,000	-36,537,704	-1,149,660.72	-572,160.00	.00	-35,388,043.28	
011 WATER & SEWER FUND							
011001 WATER & SEWER REVENUES							
22 LICENSES & PERMITS							
011001 229000 NSF CHECK FEE	-3,000	-3,000	-160.00	-80.00	.00	-2,840.00	5.3%
TOTAL LICENSES & PERMITS	-3,000	-3,000	-160.00	-80.00	.00	-2,840.00	5.3%

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011 WATER & SEWER FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30 MISCELLANEOUS								
011001 360000	METERED WATER SALES	0	0	.00	793,282.94	.00	.00	.0%
011001 360001	RESIDENTIAL WATER-NO	-8,100,000	-8,100,000	-1,795,963.14	-917,532.18	.00	-6,304,036.86	22.2%
011001 360002	TAXABLE WATER SALES	-3,500,000	-3,500,000	-230,459.87	-209,479.46	.00	-3,269,540.13	6.6%
011001 360003	TAXABLE WATER-USA YE	-550,000	-550,000	-66,757.80	-66,757.80	.00	-483,242.20	12.1%
011001 360011	NON-RESIDENTIAL WATE	-1,500,000	-1,500,000	-114,153.87	-109,262.44	.00	-1,385,846.13	7.6%
011001 361000	TAPS	-190,000	-190,000	-12,943.64	.00	.00	-177,056.36	6.8%
011001 362000	WATER TURN-ON FEE	-70,000	-70,000	-150.00	-80.00	.00	-69,850.00	.2%
011001 362500	SEWER TAPS	-45,000	-45,000	-1,800.00	-1,500.00	.00	-43,200.00	4.0%
011001 363001	NON-RESIDENTIAL SEWE	-4,100,000	-4,100,000	-432,764.14	-413,689.34	.00	-3,667,235.86	10.6%
011001 363002	RESIDENTIAL SEWER	-7,800,000	-7,800,000	-1,813,716.19	-1,023,337.82	.00	-5,986,283.81	23.3%
011001 363003	LAMAR PARK SEWER	-170,000	-170,000	.00	.00	.00	-170,000.00	.0%
011001 363004	MARSHALL DURBIN SEWE	-800,000	-800,000	.00	.00	.00	-800,000.00	.0%
011001 363005	PETAL SEWER	-490,000	-490,000	.00	.00	.00	-490,000.00	.0%
011001 363007	PBRSWMA-LEACHATE	-9,000	-9,000	.00	.00	.00	-9,000.00	.0%
011001 363008	ZEON CHEMICALS	-27,000	-27,000	.00	.00	.00	-27,000.00	.0%
011001 363009	USA YEAST SEWER	-770,000	-770,000	-67,351.80	-67,351.80	.00	-702,648.20	8.7%
011001 363010	DAIRY FRESH SEWER	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
011001 363011	OTHER SPEC SWR CONTR	0	0	-14,577.73	-13,609.61	.00	14,577.73	100.0%
TOTAL MISCELLANEOUS		-28,221,000	-28,221,000	-4,550,638.18	-2,029,317.51	.00	-23,670,361.82	16.1%
34 MISCELLANEOUS								
011001 340500	CHECKING ACCOUNT INT	-35,000	-35,000	-18,554.69	-9,263.52	.00	-16,445.31	53.0%
TOTAL MISCELLANEOUS		-35,000	-35,000	-18,554.69	-9,263.52	.00	-16,445.31	53.0%
TOTAL WATER & SEWER REVENUES		-28,259,000	-28,259,000	-4,569,352.87	-2,038,661.03	.00	-23,689,647.13	16.2%
TOTAL REVENUES		-28,259,000	-28,259,000	-4,569,352.87	-2,038,661.03	.00	-23,689,647.13	
012 2019 TIF B&I-PLANET FITNESS								
012001 TIF B&I-PLANET FITNES-REVENUES								
27 CITY-CTY SHARED REV								
012001 270500	FORREST CTY	-31,113	-31,113	.00	.00	.00	-31,113.00	.0%

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012 2019 TIF B&I-PLANET FITNESS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL CITY-CTY SHARED REV	-31,113	-31,113	.00	.00	.00	-31,113.00	.0%
34 MISCELLANEOUS							
012001 340500 CHECKING ACCOUNT INT	-300	-300	-59.63	-30.43	.00	-240.37	19.9%
TOTAL MISCELLANEOUS	-300	-300	-59.63	-30.43	.00	-240.37	19.9%
38 TRANSFERS IN							
012001 380027 T/F TAX COLLECTORS-G	-26,184	-26,184	.00	.00	.00	-26,184.00	.0%
TOTAL TRANSFERS IN	-26,184	-26,184	.00	.00	.00	-26,184.00	.0%
39 NON-REVENUE RECEIPTS							
012001 399900 APPROPRIABLE FUND BA	-137,700	-137,777	.00	.00	.00	-137,777.00	.0%
TOTAL NON-REVENUE RECEIPTS	-137,700	-137,777	.00	.00	.00	-137,777.00	.0%
TOTAL TIF B&I-PLANET FITNES-REVEN	-195,297	-195,374	-59.63	-30.43	.00	-195,314.37	.0%
TOTAL REVENUES	-195,297	-195,374	-59.63	-30.43	.00	-195,314.37	
013 CITY B & I							
013001 CITY B&I REVENUES							
34 MISCELLANEOUS							
013001 340500 CHECKING ACCOUNT INT	-12,000	-12,000	-1,830.34	-901.09	.00	-10,169.66	15.3%
TOTAL MISCELLANEOUS	-12,000	-12,000	-1,830.34	-901.09	.00	-10,169.66	15.3%
38 TRANSFERS IN							
013001 380027 T/F TAX COLLECTORS-G	-2,600,000	-2,600,000	-35,533.34	-18,177.80	.00	-2,564,466.66	1.4%

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013 CITY B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL TRANSFERS IN	-2,600,000	-2,600,000	-35,533.34	-18,177.80	.00	-2,564,466.66	1.4%
39 NON-REVENUE RECEIPTS							
013001 399900 APPROPRIABLE FUND BA	-4,455,100	-4,611,227	.00	.00	.00	-4,611,227.00	.0%
TOTAL NON-REVENUE RECEIPTS	-4,455,100	-4,611,227	.00	.00	.00	-4,611,227.00	.0%
TOTAL CITY B&I REVENUES	-7,067,100	-7,223,227	-37,363.68	-19,078.89	.00	-7,185,863.32	.5%
TOTAL REVENUES	-7,067,100	-7,223,227	-37,363.68	-19,078.89	.00	-7,185,863.32	
014 SCHOOL FUND							
014001 SCHOOL FUND REVENUES							
38 TRANSFERS IN							
014001 380027 T/F TAX COLLECTORS-G	0	0	-278,094.27	-140,951.25	.00	278,094.27	100.0%
014001 3800SB T/F TAX COLLECTOR-GP	0	0	-36,187.73	-17,983.54	.00	36,187.73	100.0%
TOTAL TRANSFERS IN	0	0	-314,282.00	-158,934.79	.00	314,282.00	100.0%
TOTAL SCHOOL FUND REVENUES	0	0	-314,282.00	-158,934.79	.00	314,282.00	100.0%
TOTAL REVENUES	0	0	-314,282.00	-158,934.79	.00	314,282.00	
017 SUPP. ENVIRONMENTAL PROJECT							
017001 SUPP ENV PROJ REVENUES							
38 TRANSFERS IN							
017001 380011 T/F WATER & SEWER	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
TOTAL TRANSFERS IN	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%

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017 SUPP. ENVIRONMENTAL PROJECT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
39 NON-REVENUE RECEIPTS							
017001 399900 APPROPRIABLE FUND BA	-170,800	-175,023	.00	.00	.00	-175,023.00	.0%
TOTAL NON-REVENUE RECEIPTS	-170,800	-175,023	.00	.00	.00	-175,023.00	.0%
TOTAL SUPP ENV PROJ REVENUES	-220,800	-225,023	.00	.00	.00	-225,023.00	.0%
TOTAL REVENUES	-220,800	-225,023	.00	.00	.00	-225,023.00	
018 POLICE & FIREMAN DIS. & RELIEF							
018001 P&FD&R REVENUES							
38 TRANSFERS IN							
018001 380027 T/F TAX COLLECTORS-G	0	0	-15,608.05	-8,543.48	.00	15,608.05	100.0%
TOTAL TRANSFERS IN	0	0	-15,608.05	-8,543.48	.00	15,608.05	100.0%
TOTAL P&FD&R REVENUES	0	0	-15,608.05	-8,543.48	.00	15,608.05	100.0%
TOTAL REVENUES	0	0	-15,608.05	-8,543.48	.00	15,608.05	
019 POLICE FORFEITURES FUND							
019001 POL.FORFEITURES REVENUES							
33 FINES & FORFEITS							
019001 332100 CITY COURT COSTS - D	0	0	-992.36	-413.71	.00	992.36	100.0%
019001 332300 NARC.FORFEITURES-POL	0	0	-298.25	-48.25	.00	298.25	100.0%
TOTAL FINES & FORFEITS	0	0	-1,290.61	-461.96	.00	1,290.61	100.0%
34 MISCELLANEOUS							
019001 340500 CHECKING ACCOUNT INT	0	0	-10.19	-5.63	.00	10.19	100.0%

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019 POLICE FORFEITURES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MISCELLANEOUS	0	0	-10.19	-5.63	.00	10.19	100.0%
39 NON-REVENUE RECEIPTS							
019001 399900 APPROPRIABLE FUND BA	-170,000	-192,066	.00	.00	.00	-192,066.00	.0%
TOTAL NON-REVENUE RECEIPTS	-170,000	-192,066	.00	.00	.00	-192,066.00	.0%
TOTAL POL.FORFEITURES REVENUES	-170,000	-192,066	-1,300.80	-467.59	.00	-190,765.20	.7%
TOTAL REVENUES	-170,000	-192,066	-1,300.80	-467.59	.00	-190,765.20	
020 2002 TIF B&I-SOUTHERN POINTE							
020001 2002 TIF B&I-S/P REVENUES							
27 CITY-CTY SHARED REV							
020001 270500 FORREST CTY	-65,571	-65,571	.00	.00	.00	-65,571.00	.0%
TOTAL CITY-CTY SHARED REV	-65,571	-65,571	.00	.00	.00	-65,571.00	.0%
34 MISCELLANEOUS							
020001 340500 CHECKING ACCOUNT INT	0	0	-163.62	-83.16	.00	163.62	100.0%
TOTAL MISCELLANEOUS	0	0	-163.62	-83.16	.00	163.62	100.0%
38 TRANSFERS IN							
020001 380027 T/F TAX COLLECTORS-G	-53,304	-53,304	.00	.00	.00	-53,304.00	.0%
TOTAL TRANSFERS IN	-53,304	-53,304	.00	.00	.00	-53,304.00	.0%
39 NON-REVENUE RECEIPTS							
020001 399900 APPROPRIABLE FUND BA	-375,000	-376,520	.00	.00	.00	-376,520.00	.0%

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020 2002 TIF B&I-SOUTHERN POINTE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL NON-REVENUE RECEIPTS	-375,000	-376,520	.00	.00	.00	-376,520.00	.0%
TOTAL 2002 TIF B&I-S/P REVENUES	-493,875	-495,395	-163.62	-83.16	.00	-495,231.38	.0%
TOTAL REVENUES	-493,875	-495,395	-163.62	-83.16	.00	-495,231.38	
022 2003 TIF B&I-CHAUVET SQUARE							
022001 2003 TIF B&I-C/S REVENUES							
34 MISCELLANEOUS							
022001 340500 CHECKING ACCOUNT INT	0	0	-96.26	-48.93	.00	96.26	100.0%
TOTAL MISCELLANEOUS	0	0	-96.26	-48.93	.00	96.26	100.0%
38 TRANSFERS IN							
022001 380027 T/F TAX COLLECTORS-G	-195,000	-195,000	.00	.00	.00	-195,000.00	.0%
TOTAL TRANSFERS IN	-195,000	-195,000	.00	.00	.00	-195,000.00	.0%
39 NON-REVENUE RECEIPTS							
022001 399900 APPROPRIABLE FUND BA	-221,000	-221,503	.00	.00	.00	-221,503.00	.0%
TOTAL NON-REVENUE RECEIPTS	-221,000	-221,503	.00	.00	.00	-221,503.00	.0%
TOTAL 2003 TIF B&I-C/S REVENUES	-416,000	-416,503	-96.26	-48.93	.00	-416,406.74	.0%
TOTAL REVENUES	-416,000	-416,503	-96.26	-48.93	.00	-416,406.74	
023 2006 TIF B&I-TURTLE CROSSING							
023001 2007 TIF B&I-T/C REVENUES							
27 CITY-CTY SHARED REV							

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023 2006 TIF B&I-TURTLE CROSSING	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
023001 270800 LAMAR CTY	-61,973	-61,973	.00	.00	.00	-61,973.00	.0%
TOTAL CITY-CTY SHARED REV	-61,973	-61,973	.00	.00	.00	-61,973.00	.0%
34 MISCELLANEOUS							
023001 340500 CHECKING ACCOUNT INT	-500	-500	-122.17	-62.10	.00	-377.83	24.4%
TOTAL MISCELLANEOUS	-500	-500	-122.17	-62.10	.00	-377.83	24.4%
38 TRANSFERS IN							
023001 380027 T/F TAX COLLECTORS-G	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
TOTAL TRANSFERS IN	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
39 NON-REVENUE RECEIPTS							
023001 399900 APPROPRIABLE FUND BA	-281,000	-281,136	.00	.00	.00	-281,136.00	.0%
TOTAL NON-REVENUE RECEIPTS	-281,000	-281,136	.00	.00	.00	-281,136.00	.0%
TOTAL 2007 TIF B&I-T/C REVENUES	-393,473	-393,609	-122.17	-62.10	.00	-393,486.83	.0%
TOTAL REVENUES	-393,473	-393,609	-122.17	-62.10	.00	-393,486.83	
024 2008 TIF B&I-LINCOLN CENTER							
024001 2008 TIF B&I-L/C REVENUES							
34 MISCELLANEOUS							
024001 340500 CHECKING ACCOUNT INT	0	0	-3.44	-1.75	.00	3.44	100.0%
TOTAL MISCELLANEOUS	0	0	-3.44	-1.75	.00	3.44	100.0%

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024 2008 TIF B&I-LINCOLN CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
39 NON-REVENUE RECEIPTS							
024001 399900 APPROPRIABLE FUND BA	-8,000	-65,929	.00	.00	.00	-65,929.00	.0%
TOTAL NON-REVENUE RECEIPTS	-8,000	-65,929	.00	.00	.00	-65,929.00	.0%
TOTAL 2008 TIF B&I-L/C REVENUES	-8,000	-65,929	-3.44	-1.75	.00	-65,925.56	.0%
TOTAL REVENUES	-8,000	-65,929	-3.44	-1.75	.00	-65,925.56	
025 2011 TIF B&I-KOHL'S							
025001 2011 TIF B&I-KOHLS REVENUES							
39 NON-REVENUE RECEIPTS							
025001 399900 APPROPRIABLE FUND BA	-1,255	1,495	.00	.00	.00	1,495.00	.0%
TOTAL NON-REVENUE RECEIPTS	-1,255	1,495	.00	.00	.00	1,495.00	.0%
TOTAL 2011 TIF B&I-KOHLS REVENUES	-1,255	1,495	.00	.00	.00	1,495.00	.0%
TOTAL REVENUES	-1,255	1,495	.00	.00	.00	1,495.00	
026 2016 TIF B&I-WHISPERING PINES							
026001 2016 TIF B&I-WHISP PINES REVEN							
27 CITY-CTY SHARED REV							
026001 270500 FORREST CTY	-209,841	-209,841	.00	.00	.00	-209,841.00	.0%
TOTAL CITY-CTY SHARED REV	-209,841	-209,841	.00	.00	.00	-209,841.00	.0%
34 MISCELLANEOUS							
026001 340500 CHECKING ACCOUNT INT	-1,400	-1,400	-213.21	-108.36	.00	-1,186.79	15.2%

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026 2016 TIF B&I-WHISPERING PINES	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MISCELLANEOUS	-1,400	-1,400	-213.21	-108.36	.00	-1,186.79	15.2%
38 TRANSFERS IN							
026001 380027 T/F TAX COLLECTORS-G	-173,514	-173,514	.00	.00	.00	-173,514.00	.0%
TOTAL TRANSFERS IN	-173,514	-173,514	.00	.00	.00	-173,514.00	.0%
39 NON-REVENUE RECEIPTS							
026001 399900 APPROPRIABLE FUND BA	-700,000	-700,904	.00	.00	.00	-700,904.00	.0%
TOTAL NON-REVENUE RECEIPTS	-700,000	-700,904	.00	.00	.00	-700,904.00	.0%
TOTAL 2016 TIF B&I-WHISP PINES RE	-1,084,755	-1,085,659	-213.21	-108.36	.00	-1,085,445.79	.0%
TOTAL REVENUES	-1,084,755	-1,085,659	-213.21	-108.36	.00	-1,085,445.79	
027 TAX COLLECTOR'S FUND							
027001 TAX COLLECTOR'S REVENUES							
20 REVENUES							
027001 2010CI PRSNLTY AUTO-CITY	0	0	-129,135.68	-125,830.90	.00	129,135.68	100.0%
027001 2010SC PRSNLTY AUTO-SCHOOL	0	0	-108,375.74	-104,840.95	.00	108,375.74	100.0%
027001 2020CI PERSONALTY-CITY	0	0	-72.04	-72.04	.00	72.04	100.0%
027001 203100 NON-EXEMPT REALTY P/	0	0	-10,981.12	-7,664.66	.00	10,981.12	100.0%
027001 203500 EXEMPT REALTY P/Y	0	0	-8,435.05	-4,600.89	.00	8,435.05	100.0%
027001 204000 PERSONALTY-AUTO P/Y	0	0	-431,810.36	-107,239.36	.00	431,810.36	100.0%
027001 205000 PERSONALTY P/Y	0	0	-3,084.66	-1,861.49	.00	3,084.66	100.0%
027001 210000 INT/PENALTY ON DEL.	0	0	-36,936.67	-15,480.59	.00	36,936.67	100.0%
027001 211000 EXCESS BID-PROP. TAX	0	0	-67,166.44	.00	.00	67,166.44	100.0%
TOTAL REVENUES	0	0	-795,997.76	-367,590.88	.00	795,997.76	100.0%
34 MISCELLANEOUS							
027001 340500 CHECKING ACCOUNT INT	0	0	-7,610.84	-3,632.05	.00	7,610.84	100.0%

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027 TAX COLLECTOR'S FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MISCELLANEOUS	0	0	-7,610.84	-3,632.05	.00	7,610.84	100.0%
TOTAL TAX COLLECTOR'S REVENUES	0	0	-803,608.60	-371,222.93	.00	803,608.60	100.0%
TOTAL REVENUES	0	0	-803,608.60	-371,222.93	.00	803,608.60	
028 2016 TIF B&I-HBRG CLINIC MIDTN							
028001 2016 TIF B&I-HBRG CLINIC MIDTN							
27 CITY-CTY SHARED REV							
028001 270500 FORREST CTY	-41,517	-41,517	.00	.00	.00	-41,517.00	.0%
TOTAL CITY-CTY SHARED REV	-41,517	-41,517	.00	.00	.00	-41,517.00	.0%
34 MISCELLANEOUS							
028001 340500 CHECKING ACCOUNT INT	-200	-200	-138.76	-70.52	.00	-61.24	69.4%
TOTAL MISCELLANEOUS	-200	-200	-138.76	-70.52	.00	-61.24	69.4%
38 TRANSFERS IN							
028001 380027 T/F TAX COLLECTORS-G	-33,968	-33,968	.00	.00	.00	-33,968.00	.0%
TOTAL TRANSFERS IN	-33,968	-33,968	.00	.00	.00	-33,968.00	.0%
39 NON-REVENUE RECEIPTS							
028001 399900 APPROPRIABLE FUND BA	-85,000	-84,018	.00	.00	.00	-84,018.00	.0%
TOTAL NON-REVENUE RECEIPTS	-85,000	-84,018	.00	.00	.00	-84,018.00	.0%
TOTAL 2016 TIF B&I-HBRG CLINIC MI	-160,685	-159,703	-138.76	-70.52	.00	-159,564.24	.1%
TOTAL REVENUES	-160,685	-159,703	-138.76	-70.52	.00	-159,564.24	

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039 AIRPORT IMPROVEMENT FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
039 AIRPORT IMPROVEMENT FUND								
039001 AIRPORT IMPR. REVENUES								
23 FEDERAL GRANTS								
039001 233001	FEDERAL AVIATION ADM	-3,330,000	-3,330,000	.00	.00	.00	-3,330,000.00	.0%
TOTAL FEDERAL GRANTS		-3,330,000	-3,330,000	.00	.00	.00	-3,330,000.00	.0%
25 STATE GRANTS								
039001 254000	AIRPORT GRANT	-185,000	-185,000	.00	.00	.00	-185,000.00	.0%
TOTAL STATE GRANTS		-185,000	-185,000	.00	.00	.00	-185,000.00	.0%
34 MISCELLANEOUS								
039001 340500	CHECKING ACCOUNT INT	-114	-114	-248.42	-124.88	.00	134.42	217.9%
039001 341221	SOUTHEAST AVIATION S	-15,775	-15,775	.00	.00	.00	-15,775.00	.0%
039001 341222	SE AVIATION BLDG LAN	-1,000	-1,000	-5,056.18	-2,388.17	.00	4,056.18	505.6%
TOTAL MISCELLANEOUS		-16,889	-16,889	-5,304.60	-2,513.05	.00	-11,584.40	31.4%
38 TRANSFERS IN								
039001 380001	T/F GENERAL FUND	-250,000	-250,000	-250,000.00	-250,000.00	.00	.00	100.0%
TOTAL TRANSFERS IN		-250,000	-250,000	-250,000.00	-250,000.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
039001 399900	APPROPRIABLE FUND BA	-80,000	323,339	.00	.00	.00	323,339.00	.0%

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039 AIRPORT IMPROVEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL NON-REVENUE RECEIPTS	-80,000	323,339	.00	.00	.00	323,339.00	.0%
TOTAL AIRPORT IMPR. REVENUES	-3,861,889	-3,458,550	-255,304.60	-252,513.05	.00	-3,203,245.40	7.4%
TOTAL REVENUES	-3,861,889	-3,458,550	-255,304.60	-252,513.05	.00	-3,203,245.40	
050 2015A TIF B&I-RIDGE/TURTLE CRK							
050001 2015A TIF B&I-RIDGE/TURTLE CRK							
27 CITY-CTY SHARED REV							
050001 270800 LAMAR CTY	-29,856	-29,856	.00	.00	.00	-29,856.00	.0%
TOTAL CITY-CTY SHARED REV	-29,856	-29,856	.00	.00	.00	-29,856.00	.0%
34 MISCELLANEOUS							
050001 340500 CHECKING ACCOUNT INT	-300	-300	-46.60	-20.88	.00	-253.40	15.5%
TOTAL MISCELLANEOUS	-300	-300	-46.60	-20.88	.00	-253.40	15.5%
38 TRANSFERS IN							
050001 380027 T/F TAX COLLECTORS-G	-89,560	-89,560	.00	.00	.00	-89,560.00	.0%
TOTAL TRANSFERS IN	-89,560	-89,560	.00	.00	.00	-89,560.00	.0%
39 NON-REVENUE RECEIPTS							
050001 399900 APPROPRIABLE FUND BA	-120,350	-120,336	.00	.00	.00	-120,336.00	.0%
TOTAL NON-REVENUE RECEIPTS	-120,350	-120,336	.00	.00	.00	-120,336.00	.0%
TOTAL 2015A TIF B&I-RIDGE/TURTLE	-240,066	-240,052	-46.60	-20.88	.00	-240,005.40	.0%
TOTAL REVENUES	-240,066	-240,052	-46.60	-20.88	.00	-240,005.40	

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051 2015B TIF B&I-MIDTOWN MARKET	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
051 2015B TIF B&I-MIDTOWN MARKET							
051001 2015B TIF B&I-MIDTOWN MARKET							
27 CITY-CTY SHARED REV							
051001 270500 FORREST CTY	-13,238	-13,238	.00	.00	.00	-13,238.00	.0%
TOTAL CITY-CTY SHARED REV	-13,238	-13,238	.00	.00	.00	-13,238.00	.0%
34 MISCELLANEOUS							
051001 340500 CHECKING ACCOUNT INT	0	0	-7.63	-3.38	.00	7.63	100.0%
TOTAL MISCELLANEOUS	0	0	-7.63	-3.38	.00	7.63	100.0%
38 TRANSFERS IN							
051001 380027 T/F TAX COLLECTORS-G	-10,831	-10,831	.00	.00	.00	-10,831.00	.0%
TOTAL TRANSFERS IN	-10,831	-10,831	.00	.00	.00	-10,831.00	.0%
39 NON-REVENUE RECEIPTS							
051001 399900 APPROPRIABLE FUND BA	-15,000	-12,867	.00	.00	.00	-12,867.00	.0%
TOTAL NON-REVENUE RECEIPTS	-15,000	-12,867	.00	.00	.00	-12,867.00	.0%
TOTAL 2015B TIF B&I-MIDTOWN MARKE	-39,069	-36,936	-7.63	-3.38	.00	-36,928.37	.0%
TOTAL REVENUES	-39,069	-36,936	-7.63	-3.38	.00	-36,928.37	
052 2019 TIF B&I-ELAM ARMS MIDTOWN							
052001 2019 TIF B&I ELAM ARMS MIDTOWN							
27 CITY-CTY SHARED REV							

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052 2019 TIF B&I-ELAM ARMS MIDTOWN	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
052001 270500 FORREST CTY	-162,943	-162,943	.00	.00	.00	-162,943.00	.0%
TOTAL CITY-CTY SHARED REV	-162,943	-162,943	.00	.00	.00	-162,943.00	.0%
34 MISCELLANEOUS							
052001 340500 CHECKING ACCOUNT INT	-1,500	-1,500	-279.86	-122.69	.00	-1,220.14	18.7%
TOTAL MISCELLANEOUS	-1,500	-1,500	-279.86	-122.69	.00	-1,220.14	18.7%
38 TRANSFERS IN							
052001 380001 T/F GENERAL FUND	-68,840	-68,840	.00	.00	.00	-68,840.00	.0%
052001 380027 T/F TAX COLLECTORS-G	-134,735	-134,735	.00	.00	.00	-134,735.00	.0%
TOTAL TRANSFERS IN	-203,575	-203,575	.00	.00	.00	-203,575.00	.0%
39 NON-REVENUE RECEIPTS							
052001 399900 APPROPRIABLE FUND BA	-881,917	-883,228	.00	.00	.00	-883,228.00	.0%
TOTAL NON-REVENUE RECEIPTS	-881,917	-883,228	.00	.00	.00	-883,228.00	.0%
TOTAL 2019 TIF B&I ELAM ARMS MIDT	-1,249,935	-1,251,246	-279.86	-122.69	.00	-1,250,966.14	.0%
TOTAL REVENUES	-1,249,935	-1,251,246	-279.86	-122.69	.00	-1,250,966.14	
072 MUNICIPAL ROAD & BRIDGE							
072001 MUN.ROAD&BRIDGE REVENUES							
27 CITY-CTY SHARED REV							
072001 271000 PRO-RATA CTY RD TAX-	-935,000	-935,000	-15,612.73	-8,002.70	.00	-919,387.27	1.7%

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072 MUNICIPAL ROAD & BRIDGE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
072001 271500 PRO-RATA CTY RD TAX-	-955,000	-955,000	-9,437.33	-4,881.76	.00	-945,562.67	1.0%
072001 274000 MISCELLANEOUS GRANTS	0	-1,100,000	.00	.00	.00	-1,100,000.00	.0%
TOTAL CITY-CTY SHARED REV	-1,890,000	-2,990,000	-25,050.06	-12,884.46	.00	-2,964,949.94	.8%
34 MISCELLANEOUS							
072001 340500 CHECKING ACCOUNT INT	-30,000	-30,000	-14,427.08	-6,758.41	.00	-15,572.92	48.1%
TOTAL MISCELLANEOUS	-30,000	-30,000	-14,427.08	-6,758.41	.00	-15,572.92	48.1%
39 NON-REVENUE RECEIPTS							
072001 399900 APPROPRIABLE FUND BA	500,000	-6,478,223	.00	.00	.00	-6,478,223.00	.0%
TOTAL NON-REVENUE RECEIPTS	500,000	-6,478,223	.00	.00	.00	-6,478,223.00	.0%
TOTAL MUN.ROAD&BRIDGE REVENUES	-1,420,000	-9,498,223	-39,477.14	-19,642.87	.00	-9,458,745.86	.4%
TOTAL REVENUES	-1,420,000	-9,498,223	-39,477.14	-19,642.87	.00	-9,458,745.86	
073 MASS TRANSIT FUND							
073001 MASS TRANSIT REVENUES							
23 FEDERAL GRANTS							
073001 234000 UMTA-MASS TRANS-OPER	-10,023	-10,023	.00	.00	.00	-10,023.00	.0%
073001 234100 UMTA-MASS TRANS-CAPT	-1,475,700	-1,475,700	.00	.00	.00	-1,475,700.00	.0%
073001 234200 UMTA-MASS TRANS-PLAN	-81,072	-81,072	.00	.00	.00	-81,072.00	.0%
073001 234400 UMTA-MASS TRANS-PREV	-1,040,316	-1,040,316	.00	.00	.00	-1,040,316.00	.0%
073001 234600 JARC-MASS TRANS	-35,222	-35,222	.00	.00	.00	-35,222.00	.0%
073001 234701 TRANSIT FACILITY REN	-3,145,819	-3,145,819	.00	.00	.00	-3,145,819.00	.0%
TOTAL FEDERAL GRANTS	-5,788,152	-5,788,152	.00	.00	.00	-5,788,152.00	.0%
25 STATE GRANTS							
073001 255500 MDOT GRANT(PLANNING/	-85,000	-85,000	.00	.00	.00	-85,000.00	.0%

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073 MASS TRANSIT FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL STATE GRANTS		-85,000	-85,000	.00	.00	.00	-85,000.00	.0%
34 MISCELLANEOUS								
073001 340500	CHECKING ACCOUNT INT	-2,000	-2,000	-190.49	-60.84	.00	-1,809.51	9.5%
TOTAL MISCELLANEOUS		-2,000	-2,000	-190.49	-60.84	.00	-1,809.51	9.5%
35 OTHER - MISC								
073001 352500	BUS FARES-FIXED ROUT	-22,000	-22,000	-4,041.40	-2,025.51	.00	-17,958.60	18.4%
073001 352700	BUS FARES-DEMAND RES	-1,400	-1,400	-209.49	-103.00	.00	-1,190.51	15.0%
073001 353000	BUS FARES-USM ROUTE	-121,000	-121,000	.00	.00	.00	-121,000.00	.0%
073001 353500	ADVERTISING	-2,000	-2,000	-126.15	.00	.00	-1,873.85	6.3%
TOTAL OTHER - MISC		-146,400	-146,400	-4,377.04	-2,128.51	.00	-142,022.96	3.0%
38 TRANSFERS IN								
073001 380001	T/F GENERAL FUND	-445,000	-445,000	-445,000.00	-445,000.00	.00	.00	100.0%
073001 380027	T/F TAX COLLECTORS-G	-260,000	-260,000	-3,587.33	-1,835.17	.00	-256,412.67	1.4%
TOTAL TRANSFERS IN		-705,000	-705,000	-448,587.33	-446,835.17	.00	-256,412.67	63.6%
39 NON-REVENUE RECEIPTS								
073001 399900	APPROPRIABLE FUND BA	-900,000	-544,426	.00	.00	.00	-544,426.00	.0%
TOTAL NON-REVENUE RECEIPTS		-900,000	-544,426	.00	.00	.00	-544,426.00	.0%
TOTAL MASS TRANSIT REVENUES		-7,626,552	-7,270,978	-453,154.86	-449,024.52	.00	-6,817,823.14	6.2%
TOTAL REVENUES		-7,626,552	-7,270,978	-453,154.86	-449,024.52	.00	-6,817,823.14	
075 WATER&SEWER CONSTRUCTION FUND								
075001 W&S CONSTR. REVENUES								

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075 WATER&SEWER CONSTRUCTION FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
34 MISCELLANEOUS								
075001 340500	CHECKING ACCOUNT INT	-5,000	-5,000	-2,723.09	-2,148.87	.00	-2,276.91	54.5%
075001 341114	SBA STRUCTURES (WM C	0	0	-5,107.35	-1,702.45	.00	5,107.35	100.0%
075001 341115	CCATT HOLDINGS-WATER	0	0	-5,069.40	-3,388.78	.00	5,069.40	100.0%
TOTAL MISCELLANEOUS		-5,000	-5,000	-12,899.84	-7,240.10	.00	7,899.84	258.0%
38 TRANSFERS IN								
075001 380011	T/F WATER & SEWER	-5,600,000	-5,600,000	-733,035.50	-650,115.33	.00	-4,866,964.50	13.1%
TOTAL TRANSFERS IN		-5,600,000	-5,600,000	-733,035.50	-650,115.33	.00	-4,866,964.50	13.1%
39 NON-REVENUE RECEIPTS								
075001 397500	NOTE PROCEEDS	-2,454,601	-2,454,601	.00	.00	.00	-2,454,601.00	.0%
075001 397600	SRF LOAN PROCEEDS	0	0	-534,077.35	.00	.00	534,077.35	100.0%
075001 399900	APPROPRIABLE FUND BA	-100,000	-2,243,521	.00	.00	.00	-2,243,521.00	.0%
TOTAL NON-REVENUE RECEIPTS		-2,554,601	-4,698,122	-534,077.35	.00	.00	-4,164,044.65	11.4%
TOTAL W&S CONSTR. REVENUES		-8,159,601	-10,303,122	-1,280,012.69	-657,355.43	.00	-9,023,109.31	12.4%
TOTAL REVENUES		-8,159,601	-10,303,122	-1,280,012.69	-657,355.43	.00	-9,023,109.31	
077 COMMUNITY CENTERS' FUND								
077001 COMMUNITY CTR REVENUES								
25 STATE GRANTS								
077001 250300	MISCELLANEOUS STATE	-55,000	-55,000	.00	.00	.00	-55,000.00	.0%
TOTAL STATE GRANTS		-55,000	-55,000	.00	.00	.00	-55,000.00	.0%
30 MISCELLANEOUS								
077001 314100	SIGLER CENTER USE FE	-1,000	-1,000	-250.00	.00	.00	-750.00	25.0%

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077 COMMUNITY CENTERS' FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
077001 314200 C.E.ROY/5TH ST.C.C.U	-3,000	-3,000	-400.00	.00	.00	-2,600.00	13.3%
077001 314300 JDS C.C. USE FEE	-10,000	-10,000	-1,744.50	-1,250.50	.00	-8,255.50	17.4%
077001 314600 CULTURAL CTR USE FEE	-3,000	-3,000	-750.00	-250.00	.00	-2,250.00	25.0%
TOTAL MISCELLANEOUS	-17,000	-17,000	-3,144.50	-1,500.50	.00	-13,855.50	18.5%
34 MISCELLANEOUS							
077001 340500 CHECKING ACCOUNT INT	-5,000	-5,000	-2,743.45	-1,195.20	.00	-2,256.55	54.9%
TOTAL MISCELLANEOUS	-5,000	-5,000	-2,743.45	-1,195.20	.00	-2,256.55	54.9%
38 TRANSFERS IN							
077001 380001 T/F GENERAL FUND	-850,000	-850,000	-850,000.00	-850,000.00	.00	.00	100.0%
TOTAL TRANSFERS IN	-850,000	-850,000	-850,000.00	-850,000.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS							
077001 399900 APPROPRIABLE FUND BA	-220,000	-268,467	.00	.00	.00	-268,467.00	.0%
TOTAL NON-REVENUE RECEIPTS	-220,000	-268,467	.00	.00	.00	-268,467.00	.0%
TOTAL COMMUNITY CTR REVENUES	-1,147,000	-1,195,467	-855,887.95	-852,695.70	.00	-339,579.05	71.6%
TOTAL REVENUES	-1,147,000	-1,195,467	-855,887.95	-852,695.70	.00	-339,579.05	
079 COVID FISCAL RECOVERY FUNDS							
079001 COVID FISCAL RECOVERY REVENUE							
39 NON-REVENUE RECEIPTS							
079001 399900 APPROPRIABLE FUND BA	-12,875,808	-11,578,241	.00	.00	.00	-11,578,241.00	.0%

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079 COVID FISCAL RECOVERY FUNDS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL NON-REVENUE RECEIPTS	-12,875,808	-11,578,241	.00	.00	.00	-11,578,241.00	.0%
TOTAL COVID FISCAL RECOVERY REVEN	-12,875,808	-11,578,241	.00	.00	.00	-11,578,241.00	.0%
TOTAL REVENUES	-12,875,808	-11,578,241	.00	.00	.00	-11,578,241.00	
082 COMMUNITY DEVELOP. BLOCK GRANT							
082001 CDBG REVENUES							
23 FEDERAL GRANTS							
082001 2389FR HOME ENTIT-FULL REHA	-12,374	-12,374	.00	.00	.00	-12,374.00	.0%
082001 2389SA HOME ENTIT-CHDO SET-	-11,154	-11,154	.00	.00	.00	-11,154.00	.0%
082001 2391FR CDBG-ENT.-FULL REHAB	-110,850	-110,850	.00	.00	.00	-110,850.00	.0%
082001 2395FR CDBG-ENT.-FULL REHAB	-644,760	-644,760	.00	.00	.00	-644,760.00	.0%
082001 2395HP CDBG-ENT.-HOUSING PR	-941,075	-941,075	-151,010.00	.00	.00	-790,065.00	16.0%
082001 2399ER CDBG-ENT.-EMER.REHAB	-1,123,000	-1,123,000	.00	.00	.00	-1,123,000.00	.0%
TOTAL FEDERAL GRANTS	-2,843,213	-2,843,213	-151,010.00	.00	.00	-2,692,203.00	5.3%
34 MISCELLANEOUS							
082001 340500 CHECKING ACCOUNT INT	-3,000	-3,000	-5,775.52	-633.70	.00	2,775.52	192.5%
TOTAL MISCELLANEOUS	-3,000	-3,000	-5,775.52	-633.70	.00	2,775.52	192.5%
38 TRANSFERS IN							
082001 380001 T/F GENERAL FUND	-36,000	-36,000	-36,000.00	-36,000.00	.00	.00	100.0%
TOTAL TRANSFERS IN	-36,000	-36,000	-36,000.00	-36,000.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS							
082001 399900 APPROPRIABLE FUND BA	100,000	279,698	.00	.00	.00	279,698.00	.0%

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082 COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL NON-REVENUE RECEIPTS	100,000	279,698	.00	.00	.00	279,698.00	.0%
TOTAL CDBG REVENUES	-2,782,213	-2,602,515	-192,785.52	-36,633.70	.00	-2,409,729.48	7.4%
TOTAL REVENUES	-2,782,213	-2,602,515	-192,785.52	-36,633.70	.00	-2,409,729.48	
086 SPEC SALES TAX-P&R/UNIV IMPROV							
086001 SPEC SALES TAX P&R/UNIV IMPROV							
20 REVENUES							
086001 341000 MISCELLANEOUS RENTS	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
TOTAL REVENUES	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
26 STATE-SHARED REVENUE							
086001 260500 SALES TAX-MOTEL	-450,000	-450,000	-78,812.81	-40,942.68	.00	-371,187.19	17.5%
086001 260700 SALES TAX-FOOD & BEV	-3,100,000	-3,100,000	-514,135.40	-255,335.46	.00	-2,585,864.60	16.6%
TOTAL STATE-SHARED REVENUE	-3,550,000	-3,550,000	-592,948.21	-296,278.14	.00	-2,957,051.79	16.7%
34 MISCELLANEOUS							
086001 340500 CHECKING ACCOUNT INT	0	0	-5,224.09	-3,768.60	.00	5,224.09	100.0%
TOTAL MISCELLANEOUS	0	0	-5,224.09	-3,768.60	.00	5,224.09	100.0%
38 TRANSFERS IN							
086001 380002 T/F PARK & RECREATIO	-450,000	-450,000	-450,000.00	-450,000.00	.00	.00	100.0%
TOTAL TRANSFERS IN	-450,000	-450,000	-450,000.00	-450,000.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS							

REVENUE REPORT

FOR 2024 02

086 SPEC SALES TAX-P&R/UNIV IMPROV	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
086001 399900 APPROPRIABLE FUND BA	-2,000,000	-2,448,554	.00	.00	.00	-2,448,554.00	.0%
TOTAL NON-REVENUE RECEIPTS	-2,000,000	-2,448,554	.00	.00	.00	-2,448,554.00	.0%
TOTAL SPEC SALES TAX P&R/UNIV IMP	-6,002,000	-6,450,554	-1,048,172.30	-750,046.74	.00	-5,402,381.70	16.2%
TOTAL REVENUES	-6,002,000	-6,450,554	-1,048,172.30	-750,046.74	.00	-5,402,381.70	
087 INDUSTRIAL PARK DEVELOPMENT							
087001 INDUSTRIAL PK REVENUES							
34 MISCELLANEOUS							
087001 340500 CHECKING ACCOUNT INT	0	0	-526.99	-401.32	.00	526.99	100.0%
087001 345500 CONTRIBUTIONS-FORRES	0	0	-138,750.00	.00	.00	138,750.00	100.0%
TOTAL MISCELLANEOUS	0	0	-139,276.99	-401.32	.00	139,276.99	100.0%
TOTAL INDUSTRIAL PK REVENUES	0	0	-139,276.99	-401.32	.00	139,276.99	100.0%
TOTAL REVENUES	0	0	-139,276.99	-401.32	.00	139,276.99	
088 PUBLIC SAFETY/REC CONSTRUCTION							
088001 PUBLIC SAFETY/REC CONSTRUCTION							
24 FEDERAL GRANTS							
088001 253200 FRA-CRISI GRANT	-5,300,000	-5,300,000	.00	.00	.00	-5,300,000.00	.0%
088001 255528 DOT-BUILD GRANT	-13,200,000	-13,200,000	-1,748,987.67	-1,687,781.81	.00	-11,451,012.33	13.2%
TOTAL FEDERAL GRANTS	-18,500,000	-18,500,000	-1,748,987.67	-1,687,781.81	.00	-16,751,012.33	9.5%
34 MISCELLANEOUS							
088001 340500 CHECKING ACCOUNT INT	-20,000	-20,000	-177.23	-92.32	.00	-19,822.77	.9%

REVENUE REPORT

FOR 2024 02

088 PUBLIC SAFETY/REC CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
088001 3405TB SAVINGS ACCOUNT/MMA	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
TOTAL MISCELLANEOUS	-23,000	-23,000	-177.23	-92.32	.00	-22,822.77	.8%
39 NON-REVENUE RECEIPTS							
088001 399900 APPROPRIABLE FUND BA	-1,000,000	-2,586,716	.00	.00	.00	-2,586,716.00	.0%
TOTAL NON-REVENUE RECEIPTS	-1,000,000	-2,586,716	.00	.00	.00	-2,586,716.00	.0%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	-19,523,000	-21,109,716	-1,749,164.90	-1,687,874.13	.00	-19,360,551.10	8.3%
TOTAL REVENUES	-19,523,000	-21,109,716	-1,749,164.90	-1,687,874.13	.00	-19,360,551.10	
091 TIF CONSTRUCTION							
091001 TIF CONST-REVENUES							
34 MISCELLANEOUS							
091001 340500 CHECKING ACCOUNT INT	0	0	-.36	-.18	.00	.36	100.0%
TOTAL MISCELLANEOUS	0	0	-.36	-.18	.00	.36	100.0%
TOTAL TIF CONST-REVENUES	0	0	-.36	-.18	.00	.36	100.0%
TOTAL REVENUES	0	0	-.36	-.18	.00	.36	
093 2016 W&S SYSTEM PROJECT							
093001 2016 W&S SYSTEM - REV							
39 NON-REVENUE RECEIPTS							
093001 399900 APPROPRIABLE FUND BA	1,676,138	3,352,276	.00	.00	.00	3,352,276.00	.0%
TOTAL NON-REVENUE RECEIPTS	1,676,138	3,352,276	.00	.00	.00	3,352,276.00	.0%
TOTAL 2016 W&S SYSTEM - REV	1,676,138	3,352,276	.00	.00	.00	3,352,276.00	.0%
TOTAL REVENUES	1,676,138	3,352,276	.00	.00	.00	3,352,276.00	

REVENUE REPORT

FOR 2024 02

094 2012 W&S REVENUE BOND CONST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
094 2012 W&S REVENUE BOND CONST							
094001 2012 W&S REV BOND REV							
34 MISCELLANEOUS							
094001 340500 CHECKING ACCOUNT INT	0	0	-.28	.00	.00	.28	100.0%
TOTAL MISCELLANEOUS	0	0	-.28	.00	.00	.28	100.0%
39 NON-REVENUE RECEIPTS							
094001 399900 APPROPRIABLE FUND BA	65	-66	.00	.00	.00	-66.00	.0%
TOTAL NON-REVENUE RECEIPTS	65	-66	.00	.00	.00	-66.00	.0%
TOTAL 2012 W&S REV BOND REV	65	-66	-.28	.00	.00	-65.72	.4%
TOTAL REVENUES	65	-66	-.28	.00	.00	-65.72	
095 2019 FIRE STATION CONSTRUCTION							
095001 2019 FIRE STATION CONSTRUCTION							
34 MISCELLANEOUS							
095001 340500 CHECKING ACCOUNT INT	-1,500	-1,500	-15.84	-8.05	.00	-1,484.16	1.1%
TOTAL MISCELLANEOUS	-1,500	-1,500	-15.84	-8.05	.00	-1,484.16	1.1%
39 NON-REVENUE RECEIPTS							
095001 399900 APPROPRIABLE FUND BA	-948,000	-947,709	.00	.00	.00	-947,709.00	.0%

REVENUE REPORT

FOR 2024 02

095 2019 FIRE STATION CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL NON-REVENUE RECEIPTS	-948,000	-947,709	.00	.00	.00	-947,709.00	.0%
TOTAL 2019 FIRE STATION CONSTRUCT	-949,500	-949,209	-15.84	-8.05	.00	-949,193.16	.0%
TOTAL REVENUES	-949,500	-949,209	-15.84	-8.05	.00	-949,193.16	
097 INFRA IMPROVE-INTRNT SALES TAX							
097001 INFRA IMPROVE-INTRNT SALES TAX							
26 STATE-SHARED REVENUE							
097001 260800 SALES TAX-INTERNET	-5,000,000	-5,000,000	.00	.00	.00	-5,000,000.00	.0%
TOTAL STATE-SHARED REVENUE	-5,000,000	-5,000,000	.00	.00	.00	-5,000,000.00	.0%
34 MISCELLANEOUS							
097001 340500 CHECKING ACCOUNT INT	0	0	-13,907.47	-5,156.56	.00	13,907.47	100.0%
TOTAL MISCELLANEOUS	0	0	-13,907.47	-5,156.56	.00	13,907.47	100.0%
39 NON-REVENUE RECEIPTS							
097001 396500 REFUND & RECOVERY	0	0	-12,899.95	-12,899.95	.00	12,899.95	100.0%
097001 399900 APPROPRIABLE FUND BA	-2,200,000	-2,643,854	.00	.00	.00	-2,643,854.00	.0%
TOTAL NON-REVENUE RECEIPTS	-2,200,000	-2,643,854	-12,899.95	-12,899.95	.00	-2,630,954.05	.5%
TOTAL INFRA IMPROVE-INTRNT SALES	-7,200,000	-7,643,854	-26,807.42	-18,056.51	.00	-7,617,046.58	.4%
TOTAL REVENUES	-7,200,000	-7,643,854	-26,807.42	-18,056.51	.00	-7,617,046.58	
098 K.P.ZOO CAPITAL IMPROVEMENT							
098001 K.P.ZOO CAPITAL REVENUES							
34 MISCELLANEOUS							

REVENUE REPORT

FOR 2024 02

098 K.P.ZOO CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
098001 340500 CHECKING ACCOUNT INT	-30	-30	-22.85	-11.42	.00	-7.15	76.2%
TOTAL MISCELLANEOUS	-30	-30	-22.85	-11.42	.00	-7.15	76.2%
39 NON-REVENUE RECEIPTS							
098001 399900 APPROPRIABLE FUND BA	-2,390	-2,394	.00	.00	.00	-2,394.00	.0%
TOTAL NON-REVENUE RECEIPTS	-2,390	-2,394	.00	.00	.00	-2,394.00	.0%
TOTAL K.P.ZOO CAPITAL REVENUES	-2,420	-2,424	-22.85	-11.42	.00	-2,401.15	.9%
TOTAL REVENUES	-2,420	-2,424	-22.85	-11.42	.00	-2,401.15	
105 2013 W&S BOND CONSTRUCTION							
105001 2013 W&S BOND CONSTR REVENUES							
34 MISCELLANEOUS							
105001 340500 CHECKING ACCOUNT INT	0	0	-2.56	.00	.00	2.56	100.0%
TOTAL MISCELLANEOUS	0	0	-2.56	.00	.00	2.56	100.0%
39 NON-REVENUE RECEIPTS							
105001 399900 APPROPRIABLE FUND BA	-593	-594	.00	.00	.00	-594.00	.0%
TOTAL NON-REVENUE RECEIPTS	-593	-594	.00	.00	.00	-594.00	.0%
TOTAL 2013 W&S BOND CONSTR REVENU	-593	-594	-2.56	.00	.00	-591.44	.4%
TOTAL REVENUES	-593	-594	-2.56	.00	.00	-591.44	
107 SPECIAL SALES TAX-T&A							
107001 SPEC.SALES TAX REVENUES							
26 STATE-SHARED REVENUE							

REVENUE REPORT

FOR 2024 02

107 SPECIAL SALES TAX-T&A	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
107001 260500 SALES TAX-MOTEL	0	0	-146,675.67	-74,432.28	.00	146,675.67	100.0%
TOTAL STATE-SHARED REVENUE	0	0	-146,675.67	-74,432.28	.00	146,675.67	100.0%
TOTAL SPEC.SALES TAX REVENUES	0	0	-146,675.67	-74,432.28	.00	146,675.67	100.0%
TOTAL REVENUES	0	0	-146,675.67	-74,432.28	.00	146,675.67	
109 GROUP INSURANCE TRUST FUND							
109001 GROUP INS.TRUST REVENUES							
34 MISCELLANEOUS							
109001 340500 CHECKING ACCOUNT INT	0	0	-2,335.34	-1,026.52	.00	2,335.34	100.0%
TOTAL MISCELLANEOUS	0	0	-2,335.34	-1,026.52	.00	2,335.34	100.0%
39 NON-REVENUE RECEIPTS							
109001 396600 HOSP.INS.-P/R DISTRI	0	0	-780,020.35	-384,258.71	.00	780,020.35	100.0%
109001 396602 HOSP.INS.-UH PHARMAC	0	0	-75,149.67	-75,149.67	.00	75,149.67	100.0%
TOTAL NON-REVENUE RECEIPTS	0	0	-855,170.02	-459,408.38	.00	855,170.02	100.0%
TOTAL GROUP INS.TRUST REVENUES	0	0	-857,505.36	-460,434.90	.00	857,505.36	100.0%
TOTAL REVENUES	0	0	-857,505.36	-460,434.90	.00	857,505.36	
GRAND TOTAL	-245,285,848	-263,262,258	-25,185,583.93	-14,366,373.32	.00	-238,076,674.07	9.6%

** END OF REPORT - Generated by LISA HANSON **

REVENUE REPORT

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	N	N
Sequence 2	9	Y	N
Sequence 3	10	Y	N
Sequence 4	0	N	N

Report title:
REVENUE REPORT

Print Full or Short description: F
Print MTD Version: Y
Print Revenues-Version headings: N
Format type: 1
Print revenue budgets as zero: N
Include Fund Balance: N
Include requisition amount: N
Multiyear view: F

Year/Period: 2024/ 2
Print revenue as credit: Y
Print totals only: N
Suppress zero bal accts: Y
Print full GL account: N
Double space: N
Roll projects to object: N

Carry forward code: 1
Print journal detail: N
From Yr/Per: 2023/ 3
To Yr/Per: 2023/ 3
Include budget entries: Y
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1

Find Criteria

Field Name	Field Value
Org	
Object	
Project	
Rollup code	
Account type	Revenue
Account status	

City of Hattiesburg, MS

EXPENSE REPORT

FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 General Fund								
001003 CITY COUNCIL								
40 PERSONAL SERVICES								
001003 400000	REGULAR WAGES	270,000	270,000	41,275.41	20,769.26	.00	228,724.59	15.3%
001003 460000	STATE RETIREMENT	49,500	49,500	7,181.86	3,613.82	.00	42,318.14	14.5%
001003 470000	F.I.C.A. TAXES	21,200	21,200	2,973.29	1,496.72	.00	18,226.71	14.0%
001003 480000	HOSPITALIZATION INS.	58,800	58,800	7,220.64	3,614.80	.00	51,579.36	12.3%
001003 491000	WORKMAN'S COMPENSATI	490	490	.00	.00	.00	490.00	.0%
TOTAL PERSONAL SERVICES		399,990	399,990	58,651.20	29,494.60	.00	341,338.80	14.7%
50 SUPPLIES & EXPENSES								
001003 501000	OTHER EXPENDABLE OFF	1,300	1,300	-11.09	.00	.00	1,311.09	-.9%
001003 507000	BOOKS	400	400	.00	.00	.00	400.00	.0%
001003 508000	COMPUTER SUPPLIES	600	600	.00	.00	.00	600.00	.0%
001003 511500	FOOD	100	100	.00	.00	.00	100.00	.0%
001003 535500	WEARING APPAREL	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL SUPPLIES & EXPENSES		3,400	3,400	-11.09	.00	.00	3,411.09	-.3%
60 PROFESSIONAL SERVICE								
001003 601000	AUDITING AND ACCOUNT	200,000	200,000	21,250.00	.00	.00	178,750.00	10.6%
001003 604900	OTHER PROFESSIONAL S	4,000	4,000	.00	.00	.00	4,000.00	.0%
001003 606000	TELEPHONE AND TELEGR	4,000	4,000	195.28	112.82	.00	3,804.72	4.9%
001003 611001	TRAVEL EXP-WARD 1	3,000	3,000	151.57	.00	.00	2,848.43	5.1%
001003 611002	TRAVEL EXP-WARD 2	3,000	3,000	714.87	378.87	1,305.05	980.08	67.3%
001003 611003	TRAVEL EXP-WARD 3	3,000	3,000	.00	.00	.00	3,000.00	.0%
001003 611004	TRAVEL EXP-WARD 4	3,000	3,000	.00	.00	.00	3,000.00	.0%
001003 611005	TRAVEL EXP-WARD 5	3,000	3,000	.00	.00	.00	3,000.00	.0%
001003 6110CL	TRAVEL EXP-CLERK	4,500	4,500	.00	.00	.00	4,500.00	.0%
001003 6110DC	TRAVEL EXP-DEPCLERK	4,500	4,500	.00	.00	.00	4,500.00	.0%

EXPENSE REPORT

FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001003 641000	OFFICE EQUIPMENT REN	1,800	1,800	.00	.00	.00	1,800.00	.0%
001003 650000	EXHIBITIONS & PROMOT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001003 684000	DUES AND MEMBERSHIPS	700	700	.00	.00	.00	700.00	.0%
001003 684501	REG FEE/TUITION-WARD	1,000	1,000	.00	.00	.00	1,000.00	.0%
001003 684502	REG FEE/TUITION-WARD	1,000	1,000	1,065.00	.00	.00	-65.00	106.5%
001003 684503	REG FEE/TUITION-WARD	1,000	1,000	.00	.00	.00	1,000.00	.0%
001003 684504	REG FEE/TUITION-WARD	1,000	1,000	.00	.00	.00	1,000.00	.0%
001003 684505	REG FEE/TUITION-WARD	1,000	1,000	.00	.00	.00	1,000.00	.0%
001003 6845CL	REG FEE/TUITION-CLER	2,000	2,000	.00	.00	.00	2,000.00	.0%
001003 6845DC	REG FEE/TUITION-DEPC	2,000	2,000	.00	.00	.00	2,000.00	.0%
TOTAL PROFESSIONAL SERVICE		244,500	244,500	23,376.72	491.69	1,305.05	219,818.23	10.1%
70 CAPITAL OUTLAY								
001003 732700	DATA PROCESSING EQUI	6,000	6,000	.00	.00	.00	6,000.00	.0%
TOTAL CAPITAL OUTLAY		6,000	6,000	.00	.00	.00	6,000.00	.0%
TOTAL CITY COUNCIL		653,890	653,890	82,016.83	29,986.29	1,305.05	570,568.12	12.7%
001015 CITY COURT								
40 PERSONAL SERVICES								
001015 400000	REGULAR WAGES	892,850	892,850	130,937.94	65,299.19	.00	761,912.06	14.7%
001015 430000	OVERTIME	18,000	18,000	3,010.75	1,581.34	.00	14,989.25	16.7%
001015 460000	STATE RETIREMENT	163,100	163,100	23,103.15	11,453.98	.00	139,996.85	14.2%
001015 470000	F.I.C.A. TAXES	69,700	69,700	9,897.04	4,941.38	.00	59,802.96	14.2%
001015 480000	HOSPITALIZATION INS.	168,000	168,000	22,858.32	11,445.80	.00	145,141.68	13.6%
001015 490000	UNEMPLOYMENT BENEFIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
001015 491000	WORKMAN'S COMPENSATI	3,000	3,000	.00	.00	.00	3,000.00	.0%
TOTAL PERSONAL SERVICES		1,319,650	1,319,650	189,807.20	94,721.69	.00	1,129,842.80	14.4%
50 SUPPLIES & EXPENSES								
001015 500300	PAPER	1,500	1,500	.00	.00	.00	1,500.00	.0%

EXPENSE REPORT

FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001015 500500	PRINTED FORMS	6,000	6,000	.00	.00	.00	6,000.00	.0%
001015 501000	OTHER EXPENDABLE OFF	6,000	6,000	1,406.58	814.47	150.95	4,442.47	26.0%
001015 502000	MINOR OFFICE EQUIP/F	3,000	3,000	715.21	715.21	.00	2,284.79	23.8%
001015 508000	COMPUTER SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001015 510000	CLEANING/JANITORIAL	5,000	5,000	689.65	431.48	67.32	4,243.03	15.1%
001015 535500	WEARING APPAREL	605	605	.00	.00	.00	605.00	.0%
001015 546000	MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
001015 559100	OTHER OPER.MATLS-FUL	3,075	3,075	.00	.00	.00	3,075.00	.0%
001015 5594MC	OTHER OPER - VICTIM	42,094	42,094	645.05	.00	2,135.18	39,313.77	6.6%
001015 560000	BUILDING MATERIALS &	1,500	1,500	.00	.00	.00	1,500.00	.0%
TOTAL SUPPLIES & EXPENSES		70,274	70,274	3,456.49	1,961.16	2,353.45	64,464.06	8.3%
60 PROFESSIONAL SERVICE								
001015 604800	OTHER PROF.-VICTIM'S	319,518	319,518	2,586.30	1,511.30	.00	316,931.70	.8%
001015 604900	OTHER PROFESSIONAL S	80,000	80,000	12,345.00	1,470.00	15,300.00	52,355.00	34.6%
001015 604901	OTHER PROF-TECHNOLOG	95,000	95,000	2,810.19	1,280.53	3,564.00	88,625.81	6.7%
001015 604902	PROF SERV-JUDGE PRO	20,000	20,000	.00	.00	.00	20,000.00	.0%
001015 606000	TELEPHONE AND TELEGR	6,000	6,000	824.46	413.31	.00	5,175.54	13.7%
001015 611000	TRAVEL EXPENSE	7,000	7,000	.00	.00	.00	7,000.00	.0%
001015 6112MC	TRVL EXP - VICTIM'S	9,271	9,271	.00	.00	.00	9,271.00	.0%
001015 611800	TRVL-HHS SAMHSA GRAN	7,217	7,217	990.00	990.00	30.00	6,197.00	14.1%
001015 620000	PRINTING	2,500	2,500	.00	.00	.00	2,500.00	.0%
001015 630000	GAS	6,000	6,000	40.00	20.00	.00	5,960.00	.7%
001015 630500	ELECTRICITY	5,000	5,000	1,638.94	278.82	.00	3,361.06	32.8%
001015 635000	BUILDING R&M	3,000	3,000	.00	.00	.00	3,000.00	.0%
001015 684000	DUES AND MEMBERSHIPS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001015 684500	REGISTRATION FEE/TUI	500	500	.00	.00	.00	500.00	.0%
001015 699900	SERVICES NOT SPECIFI	2,500	2,500	.00	.00	.00	2,500.00	.0%
TOTAL PROFESSIONAL SERVICE		564,506	564,506	21,234.89	5,963.96	18,894.00	524,377.11	7.1%
TOTAL CITY COURT		1,954,430	1,954,430	214,498.58	102,646.81	21,247.45	1,718,683.97	12.1%
001020 MAYOR/ADMIN.								
40 PERSONAL SERVICES								
001020 400000	REGULAR WAGES	688,500	692,500	97,217.69	48,888.90	.00	595,282.31	14.0%

EXPENSE REPORT

FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001020 460000	STATE RETIREMENT	123,500	124,250	16,663.12	8,244.28	.00	107,586.88	13.4%
001020 470000	F.I.C.A. TAXES	52,700	53,050	7,192.08	3,615.36	.00	45,857.92	13.6%
001020 480000	HOSPITALIZATION INS.	75,600	75,600	10,825.20	5,419.00	.00	64,774.80	14.3%
001020 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001020 491000	WORKMAN'S COMPENSATI	5,500	5,500	.00	.00	.00	5,500.00	.0%
TOTAL PERSONAL SERVICES		946,800	951,900	131,898.09	66,167.54	.00	820,001.91	13.9%
50 SUPPLIES & EXPENSES								
001020 500300	PAPER	500	500	75.00	.00	.00	425.00	15.0%
001020 501000	OTHER EXPENDABLE OFF	4,000	4,000	.00	.00	199.95	3,800.05	5.0%
001020 502000	MINOR OFFICE EQUIP/F	1,000	1,000	.00	.00	.00	1,000.00	.0%
001020 505000	SUBSCRIPTIONS,MAGS,M	750	750	17.11	.00	.00	732.89	2.3%
001020 507000	BOOKS	700	700	.00	.00	.00	700.00	.0%
001020 508000	COMPUTER SUPPLIES	1,500	1,500	.00	.00	.00	1,500.00	.0%
001020 511500	FOOD	1,900	1,900	138.75	.00	.00	1,761.25	7.3%
001020 525000	GAS AND OIL	3,000	3,000	995.86	882.44	.00	2,004.14	33.2%
001020 535500	WEARING APPAREL	400	400	.00	.00	.00	400.00	.0%
001020 5460PR	MINOR EQUIPMENT PUB	7,000	7,000	102.47	102.47	500.00	6,397.53	8.6%
001020 570000	MTR VEHICLE REP. PTS	2,000	2,000	94.40	47.20	.00	1,905.60	4.7%
001020 599500	DISASTER REPAIR SUPP	300	300	.00	.00	.00	300.00	.0%
TOTAL SUPPLIES & EXPENSES		23,050	23,050	1,423.59	1,032.11	699.95	20,926.46	9.2%
60 PROFESSIONAL SERVICE								
001020 604900	OTHER PROFESSIONAL S	17,200	17,200	364.88	76.10	.00	16,835.12	2.1%
001020 606000	TELEPHONE AND TELEGR	5,000	5,000	543.00	360.15	.00	4,457.00	10.9%
001020 611000	TRAVEL EXPENSE	30,000	30,000	1,173.47	1,143.60	338.00	28,488.53	5.0%
001020 612000	FREIGHT	150	150	.00	.00	.00	150.00	.0%
001020 613000	MESSENGER/EXPRESS SE	300	300	.00	.00	.00	300.00	.0%
001020 615000	ADVERTISING	73,300	73,300	5,912.00	112.00	.00	67,388.00	8.1%
001020 6150PR	ADVERTISING-PUBLIC R	3,000	3,000	.00	.00	.00	3,000.00	.0%
001020 615200	ADVERTISING-SPEC. EV	4,000	4,000	.00	.00	.00	4,000.00	.0%
001020 615300	ADVERTISING-MAYOR'S	10,000	10,000	.00	.00	.00	10,000.00	.0%
001020 615600	ADVERTISING-USM-ISP	35,000	35,000	.00	.00	.00	35,000.00	.0%
001020 615700	ADVERTISING-WILLIAM	7,000	7,000	.00	.00	.00	7,000.00	.0%
001020 615800	ADVERTISING-MS ASSC	31,000	31,000	.00	.00	.00	31,000.00	.0%
001020 620000	PRINTING	1,500	1,500	.00	.00	.00	1,500.00	.0%

EXPENSE REPORT

FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001020 635100	DISASTER REPAIRS	1,500	1,500	.00	.00	.00	1,500.00	.0%
001020 638200	MINOR EQUIPMENT R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
001020 638400	MOTOR VEHICLE EQ. R&	2,250	2,250	.00	.00	.00	2,250.00	.0%
001020 641000	OFFICE EQUIPMENT REN	5,000	5,000	600.23	307.33	.00	4,399.77	12.0%
001020 684000	DUES AND MEMBERSHIPS	15,000	15,000	3,489.00	3,489.00	.00	11,511.00	23.3%
001020 684500	REGISTRATION FEE/TUI	4,900	4,900	267.11	267.11	175.00	4,457.89	9.0%
001020 699900	SERVICES NOT SPECIFI	800	800	.00	.00	.00	800.00	.0%
TOTAL PROFESSIONAL SERVICE		248,400	248,400	12,349.69	5,755.29	513.00	235,537.31	5.2%
70 CAPITAL OUTLAY								
001020 732000	HOUSEHOLD FURN/EQUIP	2,000	2,000	.00	.00	.00	2,000.00	.0%
001020 739900	OTHER EQUIPMENT	2,500	2,500	.00	.00	.00	2,500.00	.0%
001020 740000	AUTOMOBILES	0	35,000	.00	.00	27,355.00	7,645.00	78.2%
TOTAL CAPITAL OUTLAY		4,500	39,500	.00	.00	27,355.00	12,145.00	69.3%
TOTAL MAYOR/ADMIN.		1,222,750	1,262,850	145,671.37	72,954.94	28,567.95	1,088,610.68	13.8%
001040 MUNICIPAL CLERK								
40 PERSONAL SERVICES								
001040 400000	REGULAR WAGES	137,500	137,500	21,338.85	10,658.83	.00	116,161.15	15.5%
001040 430000	OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
001040 460000	STATE RETIREMENT	25,000	25,000	3,712.95	1,854.63	.00	21,287.05	14.9%
001040 470000	F.I.C.A. TAXES	10,600	10,600	1,563.52	780.95	.00	9,036.48	14.8%
001040 480000	HOSPITALIZATION INS.	33,600	33,600	4,806.08	2,405.60	.00	28,793.92	14.3%
001040 490000	UNEMPLOYMENT BENEFIT	1,060	1,060	.00	.00	.00	1,060.00	.0%
001040 491000	WORKMAN'S COMPENSATI	390	390	.00	.00	.00	390.00	.0%
TOTAL PERSONAL SERVICES		209,150	209,150	31,421.40	15,700.01	.00	177,728.60	15.0%
50 SUPPLIES & EXPENSES								
001040 501000	OTHER EXPENDABLE OFF	2,000	2,000	.00	.00	.00	2,000.00	.0%

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FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001040 502000	MINOR OFFICE EQUIP/F	2,000	2,000	.00	.00	.00	2,000.00	.0%
001040 508000	COMPUTER SUPPLIES	150	150	.00	.00	.00	150.00	.0%
	TOTAL SUPPLIES & EXPENSES	4,150	4,150	.00	.00	.00	4,150.00	.0%
60 PROFESSIONAL SERVICE								
001040 602000	CONSULTANT SERV/SURV	15,000	15,000	.00	.00	.00	15,000.00	.0%
001040 611000	TRAVEL EXPENSE	0	0	25.55	25.55	.00	-25.55	100.0%
001040 615000	ADVERTISING	22,000	22,000	666.76	134.52	.00	21,333.24	3.0%
001040 616000	ORDINANCE EXPENSE	3,000	3,000	.00	.00	.00	3,000.00	.0%
001040 620000	PRINTING	1,200	1,200	.00	.00	.00	1,200.00	.0%
001040 636500	OFFICE EQUIPMENT R&M	2,300	2,300	.00	.00	.00	2,300.00	.0%
001040 641000	OFFICE EQUIPMENT REN	4,500	4,500	.00	.00	.00	4,500.00	.0%
001040 684000	DUES AND MEMBERSHIPS	300	300	.00	.00	.00	300.00	.0%
001040 684500	REGISTRATION FEE/TUI	1,500	1,500	250.00	250.00	.00	1,250.00	16.7%
	TOTAL PROFESSIONAL SERVICE	49,800	49,800	942.31	410.07	.00	48,857.69	1.9%
	TOTAL MUNICIPAL CLERK	263,100	263,100	32,363.71	16,110.08	.00	230,736.29	12.3%
001042 ACCOUNTING DIV.								
40 PERSONAL SERVICES								
001042 400000	REGULAR WAGES	255,000	312,700	26,601.26	11,709.28	.00	286,098.74	8.5%
001042 460000	STATE RETIREMENT	45,700	56,100	4,628.63	2,037.42	.00	51,471.37	8.3%
001042 470000	F.I.C.A. TAXES	19,600	24,100	2,014.33	886.13	.00	22,085.67	8.4%
001042 480000	HOSPITALIZATION INS.	42,000	42,000	3,604.56	1,804.20	.00	38,395.44	8.6%
001042 490000	UNEMPLOYMENT BENEFIT	3,200	3,200	.00	.00	.00	3,200.00	.0%
001042 491000	WORKMAN'S COMPENSATI	700	700	.00	.00	.00	700.00	.0%
	TOTAL PERSONAL SERVICES	366,200	438,800	36,848.78	16,437.03	.00	401,951.22	8.4%
50 SUPPLIES & EXPENSES								
001042 500300	PAPER	800	800	.00	.00	.00	800.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001042 500500	PRINTED FORMS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001042 501000	OTHER EXPENDABLE OFF	2,500	2,500	54.53	54.53	.00	2,445.47	2.2%
001042 502000	MINOR OFFICE EQUIP/F	500	500	.00	.00	.00	500.00	.0%
001042 510000	CLEANING/JANITORIAL	700	700	.00	.00	.00	700.00	.0%
001042 580000	MINOR COMPUTER EQUIP	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL SUPPLIES & EXPENSES		6,500	6,500	54.53	54.53	.00	6,445.47	.8%
60 PROFESSIONAL SERVICE								
001042 604900	OTHER PROFESSIONAL S	500	500	.00	.00	.00	500.00	.0%
001042 611000	TRAVEL EXPENSE	3,000	3,000	.00	.00	.00	3,000.00	.0%
001042 613000	MESSENGER/EXPRESS SE	100	100	.00	.00	.00	100.00	.0%
001042 620000	PRINTING	200	200	.00	.00	.00	200.00	.0%
001042 639900	OTHER REPAIRS AND MA	200	200	.00	.00	.00	200.00	.0%
001042 684500	REGISTRATION FEE/TUI	1,500	1,500	.00	.00	.00	1,500.00	.0%
001042 699900	SERVICES NOT SPECIFI	200	200	.00	.00	.00	200.00	.0%
TOTAL PROFESSIONAL SERVICE		5,700	5,700	.00	.00	.00	5,700.00	.0%
TOTAL ACCOUNTING DIV.		378,400	451,000	36,903.31	16,491.56	.00	414,096.69	8.2%
001045 PURCHASING DIV.								
40 PERSONAL SERVICES								
001045 400000	REGULAR WAGES	107,100	107,100	16,041.51	8,230.76	.00	91,058.49	15.0%
001045 460000	STATE RETIREMENT	19,200	19,200	2,791.24	1,432.16	.00	16,408.76	14.5%
001045 470000	F.I.C.A. TAXES	8,200	8,200	1,116.50	571.65	.00	7,083.50	13.6%
001045 480000	HOSPITALIZATION INS.	16,800	16,800	2,403.04	1,202.80	.00	14,396.96	14.3%
001045 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001045 491000	WORKMAN'S COMPENSATI	330	330	.00	.00	.00	330.00	.0%
TOTAL PERSONAL SERVICES		152,630	152,630	22,352.29	11,437.37	.00	130,277.71	14.6%
50 SUPPLIES & EXPENSES								
001045 500300	PAPER	1,100	1,100	.00	.00	10.00	1,090.00	.9%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001045 501000	OTHER EXPENDABLE OFF	1,650	1,650	.00	.00	41.00	1,609.00	2.5%
TOTAL SUPPLIES & EXPENSES		2,750	2,750	.00	.00	51.00	2,699.00	1.9%
60 PROFESSIONAL SERVICE								
001045 611000	TRAVEL EXPENSE	1,679	1,679	.00	.00	.00	1,679.00	.0%
001045 636500	OFFICE EQUIPMENT R&M	1,105	1,105	737.45	737.45	.00	367.55	66.7%
001045 684000	DUES AND MEMBERSHIPS	500	500	.00	.00	.00	500.00	.0%
TOTAL PROFESSIONAL SERVICE		3,284	3,284	737.45	737.45	.00	2,546.55	22.5%
TOTAL PURCHASING DIV.		158,664	158,664	23,089.74	12,174.82	51.00	135,523.26	14.6%
001060 CITY ATTORNEY								
40 PERSONAL SERVICES								
001060 400000	REGULAR WAGES	70,000	70,000	10,769.24	5,384.62	.00	59,230.76	15.4%
001060 460000	STATE RETIREMENT	12,600	12,600	1,873.84	936.92	.00	10,726.16	14.9%
001060 470000	F.I.C.A. TAXES	5,360	5,360	823.85	411.92	.00	4,536.15	15.4%
001060 480000	HOSPITALIZATION INS.	8,400	8,400	11.52	6.40	.00	8,388.48	.1%
001060 491000	WORKMAN'S COMPENSATI	300	300	.00	.00	.00	300.00	.0%
TOTAL PERSONAL SERVICES		96,660	96,660	13,478.45	6,739.86	.00	83,181.55	13.9%
50 SUPPLIES & EXPENSES								
001060 559000	OTHER OPERATING MATL	100	100	.00	.00	.00	100.00	.0%
TOTAL SUPPLIES & EXPENSES		100	100	.00	.00	.00	100.00	.0%
60 PROFESSIONAL SERVICE								
001060 607000	POSTAGE	100	100	.00	.00	.00	100.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001060 611000	TRAVEL EXPENSE	500	500	.00	.00	.00	500.00	.0%
TOTAL PROFESSIONAL SERVICE		600	600	.00	.00	.00	600.00	.0%
TOTAL CITY ATTORNEY		97,360	97,360	13,478.45	6,739.86	.00	83,881.55	13.8%
001080 HUMAN RESOURCES								
40 PERSONAL SERVICES								
001080 400000	REGULAR WAGES	189,800	189,800	29,119.11	14,557.93	.00	160,680.89	15.3%
001080 460000	STATE RETIREMENT	34,000	34,000	4,717.84	2,358.92	.00	29,282.16	13.9%
001080 470000	F.I.C.A. TAXES	14,600	14,600	2,074.22	1,036.99	.00	12,525.78	14.2%
001080 480000	HOSPITALIZATION INS.	25,200	25,200	3,616.08	1,810.60	.00	21,583.92	14.3%
001080 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001080 491000	WORKMAN'S COMPENSATI	600	600	.00	.00	.00	600.00	.0%
TOTAL PERSONAL SERVICES		265,200	265,200	39,527.25	19,764.44	.00	225,672.75	14.9%
50 SUPPLIES & EXPENSES								
001080 500300	PAPER	2,500	2,500	.00	.00	299.34	2,200.66	12.0%
001080 500500	PRINTED FORMS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001080 501000	OTHER EXPENDABLE OFF	1,500	1,500	.00	.00	803.61	696.39	53.6%
001080 505000	SUBSCRIPTIONS,MAGS,M	300	300	.00	.00	.00	300.00	.0%
001080 508000	COMPUTER SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
TOTAL SUPPLIES & EXPENSES		7,800	7,800	.00	.00	1,102.95	6,697.05	14.1%
60 PROFESSIONAL SERVICE								
001080 607000	POSTAGE	50	50	.00	.00	.00	50.00	.0%
001080 611000	TRAVEL EXPENSE	500	500	.00	.00	.00	500.00	.0%
001080 612000	FREIGHT	100	100	.00	.00	.00	100.00	.0%
001080 636500	OFFICE EQUIPMENT R&M	4,700	4,700	1,684.21	.00	.00	3,015.79	35.8%
001080 684000	DUES AND MEMBERSHIPS	250	250	.00	.00	.00	250.00	.0%
TOTAL PROFESSIONAL SERVICE		5,600	5,600	1,684.21	.00	.00	3,915.79	30.1%
TOTAL HUMAN RESOURCES		278,600	278,600	41,211.46	19,764.44	1,102.95	236,285.59	15.2%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001081 LOSS CONTROL								
40 PERSONAL SERVICES								
001081 400000	REGULAR WAGES	85,500	85,500	7,692.32	3,846.16	.00	77,807.68	9.0%
001081 460000	STATE RETIREMENT	15,400	15,400	1,338.48	669.24	.00	14,061.52	8.7%
001081 470000	F.I.C.A. TAXES	6,600	6,600	588.46	294.23	.00	6,011.54	8.9%
001081 480000	HOSPITALIZATION INS.	16,800	16,800	1,201.52	601.40	.00	15,598.48	7.2%
001081 490000	UNEMPLOYMENT BENEFIT	1,730	1,730	.00	.00	.00	1,730.00	.0%
001081 491000	WORKMAN'S COMPENSATI	880	880	.00	.00	.00	880.00	.0%
TOTAL PERSONAL SERVICES		126,910	126,910	10,820.78	5,411.03	.00	116,089.22	8.5%
50 SUPPLIES & EXPENSES								
001081 500500	PRINTED FORMS	250	250	.00	.00	.00	250.00	.0%
001081 501000	OTHER EXPENDABLE OFF	750	750	.00	.00	.00	750.00	.0%
001081 502000	MINOR OFFICE EQUIP/F	300	300	.00	.00	.00	300.00	.0%
001081 505000	SUBSCRIPTIONS,MAGS,M	350	350	.00	.00	.00	350.00	.0%
001081 512000	MEDICAL SUPPLIES	150	150	.00	.00	.00	150.00	.0%
001081 525000	GAS AND OIL	2,000	2,000	.00	.00	.00	2,000.00	.0%
001081 535500	WEARING APPAREL	300	300	.00	.00	.00	300.00	.0%
001081 546000	MINOR EQUIPMENT	800	800	.00	.00	.00	800.00	.0%
001081 570000	MTR VEHICLE REP. PTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001081 575000	COMMUNICATION REPAIR	100	100	.00	.00	.00	100.00	.0%
TOTAL SUPPLIES & EXPENSES		6,000	6,000	.00	.00	.00	6,000.00	.0%
60 PROFESSIONAL SERVICE								
001081 606000	TELEPHONE AND TELEGR	1,300	1,100	.00	.00	.00	1,100.00	.0%
001081 638400	MOTOR VEHICLE EQ. R&	600	600	.00	.00	.00	600.00	.0%
001081 639900	OTHER REPAIRS AND MA	1,800	2,000	1,984.50	1,984.50	.00	15.50	99.2%
TOTAL PROFESSIONAL SERVICE		3,700	3,700	1,984.50	1,984.50	.00	1,715.50	53.6%
TOTAL LOSS CONTROL		136,610	136,610	12,805.28	7,395.53	.00	123,804.72	9.4%
001090 URBAN DEVELOPMT								

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40 PERSONAL SERVICES								
001090 400000	REGULAR WAGES	438,500	438,500	60,065.57	29,986.80	.00	378,434.43	13.7%
001090 430000	OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
001090 460000	STATE RETIREMENT	78,700	78,700	10,451.38	5,217.69	.00	68,248.62	13.3%
001090 470000	F.I.C.A. TAXES	33,700	33,700	4,389.06	2,190.99	.00	29,310.94	13.0%
001090 480000	HOSPITALIZATION INS.	75,600	75,600	9,612.16	4,811.20	.00	65,987.84	12.7%
001090 490000	UNEMPLOYMENT BENEFIT	2,000	2,000	.00	.00	.00	2,000.00	.0%
001090 491000	WORKMAN'S COMPENSATI	5,440	5,440	.00	.00	.00	5,440.00	.0%
TOTAL PERSONAL SERVICES		634,940	634,940	84,518.17	42,206.68	.00	550,421.83	13.3%
50 SUPPLIES & EXPENSES								
001090 500300	PAPER	945	945	.00	.00	.00	945.00	.0%
001090 501000	OTHER EXPENDABLE OFF	2,770	2,770	364.79	185.91	745.00	1,660.21	40.1%
001090 501100	N.I.P. SUPPLIES	11,080	11,080	8,135.25	.00	.00	2,944.75	73.4%
001090 501700	DISABILITY AWARENESS	500	500	.00	.00	.00	500.00	.0%
001090 501800	COMMUNITY DEVELOPMEN	1,000	1,000	350.00	350.00	.00	650.00	35.0%
001090 501801	COMMNUITY OUTREACH F	0	1,000	187.50	187.50	.00	812.50	18.8%
001090 502000	MINOR OFFICE EQUIP/F	1,335	1,335	.00	.00	500.00	835.00	37.5%
001090 505000	SUBSCRIPTIONS,MAGS,M	360	360	.00	.00	155.88	204.12	43.3%
001090 507000	BOOKS	135	135	.00	.00	.00	135.00	.0%
001090 508000	COMPUTER SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
001090 511500	FOOD	130	130	.00	.00	.00	130.00	.0%
001090 525000	GAS AND OIL	1,500	1,500	172.56	172.56	.00	1,327.44	11.5%
001090 535500	WEARING APPAREL	270	270	.00	.00	30.00	240.00	11.1%
001090 546000	MINOR EQUIPMENT	100	100	.00	.00	.00	100.00	.0%
001090 559000	OTHER OPERATING MATL	300	300	.00	.00	.00	300.00	.0%
001090 560000	BUILDING MATERIALS &	135	135	74.43	.00	.00	60.57	55.1%
001090 565000	PAINT AND PAINTING S	135	135	.00	.00	.00	135.00	.0%
001090 570000	MTR VEHICLE REP. PTS	2,250	2,250	424.80	212.40	216.40	1,608.80	28.5%
TOTAL SUPPLIES & EXPENSES		24,945	25,945	9,709.33	1,108.37	1,647.28	14,588.39	43.8%
60 PROFESSIONAL SERVICE								
001090 601600	TITLE OPINIONS	500	500	.00	.00	.00	500.00	.0%
001090 602000	CONSULTANT SERV/SURV	4,000	4,000	.00	.00	.00	4,000.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001090 602300	ABSTRACTING & RECORD	180	180	.00	.00	.00	180.00	.0%
001090 604900	OTHER PROFESSIONAL S	102,600	126,600	.00	.00	23,454.69	103,145.31	18.5%
001090 606000	TELEPHONE AND TELEGR	3,200	3,200	1,705.62	908.26	.00	1,494.38	53.3%
001090 607000	POSTAGE	600	600	.00	.00	.00	600.00	.0%
001090 611000	TRAVEL EXPENSE	6,000	6,000	1,641.75	958.75	961.00	3,397.25	43.4%
001090 613000	MESSENGER/EXPRESS SE	100	100	.00	.00	.00	100.00	.0%
001090 615000	ADVERTISING	350	350	.00	.00	.00	350.00	.0%
001090 620000	PRINTING	2,750	2,750	.00	.00	470.00	2,280.00	17.1%
001090 638400	MOTOR VEHICLE EQ. R&	2,000	2,000	.00	.00	.00	2,000.00	.0%
001090 639900	OTHER REPAIRS AND MA	200	200	.00	.00	.00	200.00	.0%
001090 641000	OFFICE EQUIPMENT REN	5,100	5,100	1,531.16	659.83	.00	3,568.84	30.0%
001090 684000	DUES AND MEMBERSHIPS	2,400	2,400	.00	.00	.00	2,400.00	.0%
001090 684500	REGISTRATION FEE/TUI	4,200	4,200	715.50	.00	.00	3,484.50	17.0%
TOTAL PROFESSIONAL SERVICE		134,180	158,180	5,594.03	2,526.84	24,885.69	127,700.28	19.3%
TOTAL URBAN DEVELOPMT		794,065	819,065	99,821.53	45,841.89	26,532.97	692,710.50	15.4%
001091 INFO TECHNOLOGY								
40 PERSONAL SERVICES								
001091 400000	REGULAR WAGES	246,500	246,500	32,298.44	16,325.40	.00	214,201.56	13.1%
001091 430000	OVERTIME	16,000	16,000	1,986.00	1,002.00	.00	14,014.00	12.4%
001091 460000	STATE RETIREMENT	37,500	37,500	5,965.51	3,014.98	.00	31,534.49	15.9%
001091 470000	F.I.C.A. TAXES	20,100	20,100	2,545.55	1,286.94	.00	17,554.45	12.7%
001091 480000	HOSPITALIZATION INS.	25,200	25,200	3,604.56	1,804.20	.00	21,595.44	14.3%
001091 491000	WORKMAN'S COMPENSATI	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL PERSONAL SERVICES		346,300	346,300	46,400.06	23,433.52	.00	299,899.94	13.4%
50 SUPPLIES & EXPENSES								
001091 500300	PAPER	1,200	1,200	.00	.00	144.07	1,055.93	12.0%
001091 501000	OTHER EXPENDABLE OFF	500	500	.00	.00	141.97	358.03	28.4%
001091 508000	COMPUTER SUPPLIES	35,000	35,000	7,790.78	6,658.50	4,223.69	22,985.53	34.3%
001091 525000	GAS AND OIL	500	500	.00	.00	.00	500.00	.0%
001091 546000	MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
001091 570000	MTR VEHICLE REP. PTS	200	200	.00	.00	.00	200.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001091 580000	MINOR COMPUTER EQUIP	1,200	1,200	.00	.00	.00	1,200.00	.0%
TOTAL SUPPLIES & EXPENSES		39,100	39,100	7,790.78	6,658.50	4,509.73	26,799.49	31.5%
60 PROFESSIONAL SERVICE								
001091 603500	DATA PROCESSING	30,000	29,885	4,894.95	3,994.95	.00	24,990.05	16.4%
001091 604900	OTHER PROFESSIONAL S	347,500	347,500	21,030.83	20,926.17	.00	326,469.17	6.1%
001091 606000	TELEPHONE AND TELEGR	2,500	2,500	104.28	104.28	.00	2,395.72	4.2%
001091 606800	NETWORK	205,000	205,000	15,540.79	10,311.79	.00	189,459.21	7.6%
001091 606900	NETWORK WIRELESS	6,000	6,000	.00	.00	.00	6,000.00	.0%
001091 611000	TRAVEL EXPENSE	0	115	115.00	.00	.00	.00	100.0%
001091 636500	OFFICE EQUIPMENT R&M	230,000	230,000	22,927.01	12,572.51	41,741.35	165,331.64	28.1%
TOTAL PROFESSIONAL SERVICE		821,000	821,000	64,612.86	47,909.70	41,741.35	714,645.79	13.0%
70 CAPITAL OUTLAY								
001091 732700	DATA PROCESSING EQUI	40,000	40,000	.00	.00	.00	40,000.00	.0%
TOTAL CAPITAL OUTLAY		40,000	40,000	.00	.00	.00	40,000.00	.0%
TOTAL INFO TECHNOLOGY		1,246,400	1,246,400	118,803.70	78,001.72	46,251.08	1,081,345.22	13.2%
001092 GEN.GOVT.BLDG								
50 SUPPLIES & EXPENSES								
001092 510000	CLEANING/JANITORIAL	2,500	2,500	.00	.00	.00	2,500.00	.0%
001092 513000	CHEMICALS	10,000	10,000	1,250.00	625.00	.00	8,750.00	12.5%
001092 544000	HORT./LANDSCAPING SP	2,500	2,500	.00	.00	.00	2,500.00	.0%
001092 546000	MINOR EQUIPMENT	2,500	2,500	900.60	737.40	.00	1,599.40	36.0%
001092 560000	BUILDING MATERIALS &	2,000	2,000	49.05	49.05	.00	1,950.95	2.5%
001092 560500	ELECTRICAL SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
001092 561000	PLUMBING SUPPLIES	500	500	139.44	.00	.00	360.56	27.9%
001092 565000	PAINT AND PAINTING S	2,000	2,000	.00	.00	.00	2,000.00	.0%
TOTAL SUPPLIES & EXPENSES		24,000	24,000	2,339.09	1,411.45	.00	21,660.91	9.7%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PROFESSIONAL SERVICE								
001092 600100	PROF SERVICES - COVI	2,000	2,000	.00	.00	.00	2,000.00	.0%
001092 602100	BUILDING SECURITY	2,000	2,000	540.00	540.00	.00	1,460.00	27.0%
001092 604900	OTHER PROFESSIONAL S	9,400	9,400	900.00	.00	197.95	8,302.05	11.7%
001092 630000	GAS	15,000	15,000	123.83	78.71	.00	14,876.17	.8%
001092 630500	ELECTRICITY	74,000	74,000	19,220.22	6,374.63	.00	54,779.78	26.0%
001092 635000	BUILDING R&M	50,000	50,000	4,191.00	4,191.00	.00	45,809.00	8.4%
001092 635500	ELECTRICAL R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001092 637000	HOUSEHOLD EQUIPMENT	5,000	5,000	145.00	.00	.00	4,855.00	2.9%
001092 638000	FIXED EQUIPMENT R&M	5,000	5,000	556.00	174.50	.00	4,444.00	11.1%
001092 639400	DISINFECT./EXTERMINA	1,200	1,200	93.78	90.00	.00	1,106.22	7.8%
001092 644900	OTHER RENT	13,000	13,000	2,200.00	1,100.00	.00	10,800.00	16.9%
TOTAL PROFESSIONAL SERVICE		177,600	177,600	27,969.83	12,548.84	197.95	149,432.22	15.9%
TOTAL GEN.GOVT.BLDG		201,600	201,600	30,308.92	13,960.29	197.95	171,093.13	15.1%
001093 INTERMODAL FAC O&M								
50 SUPPLIES & EXPENSES								
001093 510000	CLEANING/JANITORIAL	3,200	3,200	186.30	43.50	.00	3,013.70	5.8%
001093 544000	HORT./LANDSCAPING SP	800	800	.00	.00	.00	800.00	.0%
001093 546000	MINOR EQUIPMENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
001093 559000	OTHER OPERATING MATL	1,000	1,000	.00	.00	.00	1,000.00	.0%
001093 560000	BUILDING MATERIALS &	3,000	3,000	.00	.00	.00	3,000.00	.0%
001093 560500	ELECTRICAL SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
001093 561000	PLUMBING SUPPLIES	800	800	.00	.00	.00	800.00	.0%
001093 599000	OTHER REPAIR/MAINT.	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL SUPPLIES & EXPENSES		13,300	13,300	186.30	43.50	.00	13,113.70	1.4%
60 PROFESSIONAL SERVICE								
001093 630500	ELECTRICITY	37,000	37,000	9,183.20	2,354.72	.00	27,816.80	24.8%
001093 635000	BUILDING R&M	35,000	35,000	.00	.00	.00	35,000.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001093 635500	ELECTRICAL R&M	1,000	1,000	235.25	.00	250.00	514.75	48.5%
001093 635700	PLUMBING EQUIPMENT R	500	500	.00	.00	.00	500.00	.0%
001093 639400	DISINFECT./EXTERMINA	1,200	1,200	85.00	.00	.00	1,115.00	7.1%
001093 639900	OTHER REPAIRS AND MA	10,000	10,000	1,695.00	.00	.00	8,305.00	17.0%
TOTAL PROFESSIONAL SERVICE		84,700	84,700	11,198.45	2,354.72	250.00	73,251.55	13.5%
TOTAL INTERMODAL FAC O&M		98,000	98,000	11,384.75	2,398.22	250.00	86,365.25	11.9%
001094 METRPLTN PLANG.								
40 PERSONAL SERVICES								
001094 400000	REGULAR WAGES	132,500	141,500	18,251.12	9,360.20	.00	123,248.88	12.9%
001094 460000	STATE RETIREMENT	23,800	25,450	3,175.70	1,628.67	.00	22,274.30	12.5%
001094 470000	F.I.C.A. TAXES	10,200	10,900	1,326.46	681.19	.00	9,573.54	12.2%
001094 480000	HOSPITALIZATION INS.	33,600	33,600	3,604.56	1,804.20	.00	29,995.44	10.7%
001094 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001094 491000	WORKMAN'S COMPENSATI	1,470	1,470	.00	.00	.00	1,470.00	.0%
TOTAL PERSONAL SERVICES		202,570	213,920	26,357.84	13,474.26	.00	187,562.16	12.3%
50 SUPPLIES & EXPENSES								
001094 500300	PAPER	500	500	.00	.00	.00	500.00	.0%
001094 501000	OTHER EXPENDABLE OFF	2,000	2,000	.00	.00	134.88	1,865.12	6.7%
001094 502000	MINOR OFFICE EQUIP/F	1,500	1,500	.00	.00	.00	1,500.00	.0%
001094 505000	SUBSCRIPTIONS,MAGS,M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001094 507000	BOOKS	800	800	.00	.00	.00	800.00	.0%
001094 508000	COMPUTER SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001094 511500	FOOD	2,000	2,000	.00	.00	.00	2,000.00	.0%
001094 525000	GAS AND OIL	950	950	.00	.00	.00	950.00	.0%
001094 535500	WEARING APPAREL	400	400	.00	.00	.00	400.00	.0%
001094 546000	MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
001094 570000	MTR VEHICLE REP. PTS	2,500	2,500	.00	.00	.00	2,500.00	.0%
TOTAL SUPPLIES & EXPENSES		13,150	13,150	.00	.00	134.88	13,015.12	1.0%
60 PROFESSIONAL SERVICE								
001094 602000	CONSULTANT SERV/SURV	225,000	225,000	.00	.00	.00	225,000.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001094 604900	OTHER PROFESSIONAL S	4,000	4,000	40.23	40.23	.00	3,959.77	1.0%
001094 611000	TRAVEL EXPENSE	3,000	3,000	.00	.00	.00	3,000.00	.0%
001094 613000	MESSENGER/EXPRESS SE	100	100	.00	.00	.00	100.00	.0%
001094 615000	ADVERTISING	1,000	1,000	.00	.00	.00	1,000.00	.0%
001094 620000	PRINTING	750	750	.00	.00	.00	750.00	.0%
001094 636500	OFFICE EQUIPMENT R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
001094 638400	MOTOR VEHICLE EQ. R&	1,700	1,700	.00	.00	.00	1,700.00	.0%
001094 650001	TRAIN DAY EVENT	500	500	.00	.00	.00	500.00	.0%
001094 650004	BICYCLE COMMITTEE &	500	500	.00	.00	.00	500.00	.0%
001094 684000	DUES AND MEMBERSHIPS	1,700	1,700	.00	.00	.00	1,700.00	.0%
001094 684500	REGISTRATION FEE/TUI	1,500	1,500	.00	.00	318.00	1,182.00	21.2%
001094 699900	SERVICES NOT SPECIFI	500	500	.00	.00	.00	500.00	.0%
TOTAL PROFESSIONAL SERVICE		245,250	245,250	40.23	40.23	318.00	244,891.77	.1%
TOTAL METRPLTN PLANG.		460,970	472,320	26,398.07	13,514.49	452.88	445,469.05	5.7%
001095 G/G INS.OTH SER								
50 SUPPLIES & EXPENSES								
001095 500300	PAPER	500	500	.00	.00	.00	500.00	.0%
001095 559000	OTHER OPERATING MATL	500	500	182.78	182.78	.00	317.22	36.6%
TOTAL SUPPLIES & EXPENSES		1,000	1,000	182.78	182.78	.00	817.22	18.3%
60 PROFESSIONAL SERVICE								
001095 602500	LEGAL	500,000	500,000	37,831.59	19,212.75	.00	462,168.41	7.6%
001095 602700	MEDICAL	20,000	20,000	7,140.00	1,785.00	.00	12,860.00	35.7%
001095 602701	MEDICAL ANALYSIS-EMP	386,000	386,000	63,599.56	30,525.23	5,126.00	317,274.44	17.8%
001095 604900	OTHER PROFESSIONAL S	350,000	350,000	38,166.05	14,914.61	3,552.50	308,281.45	11.9%
001095 606000	TELEPHONE AND TELEGR	130,000	130,000	25,471.74	12,772.76	.00	104,528.26	19.6%
001095 607000	POSTAGE	35,000	35,000	10,152.74	10,152.74	1,161.24	23,686.02	32.3%
001095 611000	TRAVEL EXPENSE	6,800	6,800	.00	.00	.00	6,800.00	.0%
001095 615500	UNALLOCATED ADVERTIS	40,000	40,000	25,000.00	25,000.00	.00	15,000.00	62.5%
001095 620000	PRINTING	3,000	3,000	.00	.00	.00	3,000.00	.0%
001095 625000	FIRE & EXTENDED COVE	1,040,000	1,040,000	.00	.00	.00	1,040,000.00	.0%
001095 625500	PUBLIC LIAB/PROPERTY	520,000	520,000	21,776.99	21,776.99	.00	498,223.01	4.2%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001095 626000	BOILER MACHINERY	11,000	11,000	.00	.00	.00	11,000.00	.0%
001095 627000	SURETY AND FORGERY B	15,000	15,000	8,579.00	8,579.00	.00	6,421.00	57.2%
001095 629900	OTHER INSURANCE	3,000	3,000	.00	.00	.00	3,000.00	.0%
001095 636500	OFFICE EQUIPMENT R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
001095 683000	PROP.TAX COLL. FEES	95,000	95,000	14,264.37	7,188.59	.00	80,735.63	15.0%
001095 683100	PROP.TAX COLL. FEES.	130,000	130,000	41.38	39.24	.00	129,958.62	.0%
001095 683200	BANK SERV/TRF FEE	5,000	5,000	879.39	436.56	.00	4,120.61	17.6%
001095 684000	DUES AND MEMBERSHIPS	4,300	4,300	.00	.00	.00	4,300.00	.0%
001095 684500	REGISTRATION FEE/TUI	2,000	2,000	.00	.00	.00	2,000.00	.0%
001095 699900	SERVICES NOT SPECIFI	22,000	22,000	.00	.00	.00	22,000.00	.0%
TOTAL PROFESSIONAL SERVICE		3,323,100	3,323,100	252,902.81	152,383.47	9,839.74	3,060,357.45	7.9%
TOTAL G/G INS.OTH SER		3,324,100	3,324,100	253,085.59	152,566.25	9,839.74	3,061,174.67	7.9%
001096 FED PROG ADMIN								
40 PERSONAL SERVICES								
001096 400000	REGULAR WAGES	54,400	54,400	8,402.04	4,007.67	.00	45,997.96	15.4%
001096 460000	STATE RETIREMENT	9,740	9,740	1,461.95	697.33	.00	8,278.05	15.0%
001096 470000	F.I.C.A. TAXES	4,200	4,200	583.67	277.43	.00	3,616.33	13.9%
001096 480000	HOSPITALIZATION INS.	16,800	16,800	1,959.61	932.17	.00	14,840.39	11.7%
TOTAL PERSONAL SERVICES		85,140	85,140	12,407.27	5,914.60	.00	72,732.73	14.6%
50 SUPPLIES & EXPENSES								
001096 501000	OTHER EXPENDABLE OFF	500	500	.00	.00	.00	500.00	.0%
001096 501001	HEALTHY HOMES SUPPLI	2,000	2,000	.00	.00	.00	2,000.00	.0%
001096 502000	MINOR OFFICE EQUIP/F	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL SUPPLIES & EXPENSES		3,500	3,500	.00	.00	.00	3,500.00	.0%
60 PROFESSIONAL SERVICE								
001096 602007	HEALTHY HOMES ENV AS	26,250	26,250	.00	.00	.00	26,250.00	.0%

EXPENSE REPORT

FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001096 602008	HEALTHY HOMES HOUSIN	180,000	180,000	.00	.00	.00	180,000.00	.0%
001096 602009	HEALTHY HOMES ASSESS	6,000	6,000	.00	.00	.00	6,000.00	.0%
001096 6032LA	CONTRC SERV LEAD ABA	900,000	900,000	.00	.00	.00	900,000.00	.0%
001096 6032LI	CONTRC SERV-LEAD INS	112,112	112,112	.00	.00	.00	112,112.00	.0%
001096 6032LT	CONTRC SERV LEAD TES	45,000	45,000	.00	.00	.00	45,000.00	.0%
001096 611000	TRAVEL EXPENSE	2,419	2,419	.00	.00	.00	2,419.07	.0%
001096 684500	REGISTRATION FEE/TUI	2,615	2,615	.00	.00	.00	2,615.00	.0%
TOTAL PROFESSIONAL SERVICE		1,274,396	1,274,396	.00	.00	.00	1,274,396.07	.0%
TOTAL FED PROG ADMIN		1,363,036	1,363,036	12,407.27	5,914.60	.00	1,350,628.80	.9%
001100 POLICE/PUB.SFTY								
40 PERSONAL SERVICES								
001100 400000	REGULAR WAGES	8,392,000	8,392,000	1,111,116.50	568,387.49	.00	7,280,883.50	13.2%
001100 430000	OVERTIME	740,000	740,000	222,226.02	108,048.52	.00	517,773.98	30.0%
001100 460000	STATE RETIREMENT	1,641,000	1,641,000	228,509.74	115,770.64	.00	1,412,490.26	13.9%
001100 470000	F.I.C.A. TAXES	701,500	701,500	99,350.72	50,405.66	.00	602,149.28	14.2%
001100 480000	HOSPITALIZATION INS.	1,318,800	1,318,800	146,893.91	75,540.74	.00	1,171,906.09	11.1%
001100 490000	UNEMPLOYMENT BENEFIT	9,000	9,000	.00	.00	.00	9,000.00	.0%
001100 491000	WORKMAN'S COMPENSATI	156,000	156,000	.00	.00	.00	156,000.00	.0%
TOTAL PERSONAL SERVICES		12,958,300	12,958,300	1,808,096.89	918,153.05	.00	11,150,203.11	14.0%
50 SUPPLIES & EXPENSES								
001100 500300	PAPER	3,700	3,700	249.45	.00	166.84	3,283.71	11.3%
001100 501000	OTHER EXPENDABLE OFF	11,820	11,820	2,544.16	1,837.56	752.36	8,523.48	27.9%
001100 501200	EXPENDABLE OFF.SPL-L	1,200	1,200	.00	.00	46.88	1,153.12	3.9%
001100 502000	MINOR OFFICE EQUIP/F	2,700	2,700	.00	.00	.00	2,700.00	.0%
001100 505000	SUBSCRIPTIONS,MAGS,M	5,300	5,300	.00	.00	.00	5,300.00	.0%
001100 507000	BOOKS	200	200	.00	.00	.00	200.00	.0%
001100 508000	COMPUTER SUPPLIES	11,800	107,800	.00	.00	9,233.00	98,567.00	8.6%
001100 510000	CLEANING/JANITORIAL	8,500	8,500	238.09	238.09	1,831.00	6,430.91	24.3%
001100 511100	SUPPLIES - COVID 19	3,500	3,500	.00	.00	.00	3,500.00	.0%
001100 511200	SUPPLIES-DOJ CORONA	38,417	38,417	.00	.00	.00	38,417.00	.0%
001100 511500	FOOD	500	500	.00	.00	.00	500.00	.0%

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FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001100 515000	FEED FOR ANIMALS	4,500	4,500	.00	.00	.00	4,500.00	.0%
001100 525000	GAS AND OIL	325,000	325,000	52,049.99	52,049.99	.00	272,950.01	16.0%
001100 525700	DIESEL FUEL	2,000	2,000	557.45	557.45	.00	1,442.55	27.9%
001100 535000	UNIFORMS, BADGES, ET	42,000	47,000	3,119.85	2,907.00	11,902.52	31,977.63	32.0%
001100 535500	WEARING APPAREL	49,000	53,400	4,775.59	851.60	1,343.51	47,280.90	11.5%
001100 540500	CONCRETE, CEMENT, ET	500	500	.00	.00	.00	500.00	.0%
001100 544000	HORT./LANDSCAPING SP	1,500	1,500	.00	.00	.00	1,500.00	.0%
001100 546000	MINOR EQUIPMENT	50,000	50,000	13,787.09	883.78	11,295.05	24,917.86	50.2%
001100 546700	METER LOCKS	4,323	4,323	.00	.00	.00	4,323.00	.0%
001100 559000	OTHER OPERATING MATL	28,650	28,650	.00	.00	.00	28,650.00	.0%
001100 559200	OTHER OPER.MATLS-D.A	650	650	258.68	.00	.00	391.32	39.8%
001100 559400	OTHER OPER-VICTIM AD	1,200	1,200	.00	.00	.00	1,200.00	.0%
001100 5594MC	OTHER OPER - VICTIM	0	5,000	.00	.00	.00	5,000.00	.0%
001100 560500	ELECTRICAL SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001100 570000	MTR VEHICLE REP. PTS	170,000	170,000	24,981.66	14,431.50	37,503.00	107,515.34	36.8%
001100 575000	COMMUNICATION REPAIR	1,500	1,500	.00	.00	.00	1,500.00	.0%
001100 599000	OTHER REPAIR/MAINT.	3,000	3,000	.00	.00	.00	3,000.00	.0%
TOTAL SUPPLIES & EXPENSES		772,460	882,860	102,562.01	73,756.97	74,074.16	706,223.83	20.0%
60 PROFESSIONAL SERVICE								
001100 602700	MEDICAL	10,000	10,000	1,787.00	1,472.00	.00	8,213.00	17.9%
001100 603000	VETERINARIAN	5,000	5,000	3,310.47	75.37	.00	1,689.53	66.2%
001100 604900	OTHER PROFESSIONAL S	110,000	110,000	42,917.53	5,470.64	37,083.00	29,999.47	72.7%
001100 604921	NOLA EXPENSE	68,000	68,000	30,219.00	25,200.00	6,415.50	31,365.50	53.9%
001100 606000	TELEPHONE AND TELEGR	124,500	124,500	19,096.30	9,494.60	.00	105,403.70	15.3%
001100 606900	NETWORK WIRELESS	3,000	3,000	.00	.00	.00	3,000.00	.0%
001100 611000	TRAVEL EXPENSE	30,000	34,846	2,097.37	1,458.91	571.60	32,177.03	7.7%
001100 611200	TRVL EXP-VICTIM'S AD	5,691	5,691	.00	.00	.00	5,691.00	.0%
001100 6112MC	TRVL EXP - VICTIM'S	4,518	4,518	.00	.00	.00	4,518.00	.0%
001100 612000	FREIGHT	3,000	3,000	65.38	.00	562.19	2,372.43	20.9%
001100 615000	ADVERTISING	1,500	1,500	.00	.00	.00	1,500.00	.0%
001100 620000	PRINTING	450	450	.00	.00	.00	450.00	.0%
001100 626500	AUTOMOBILE INSURANCE	19,700	19,700	.00	.00	.00	19,700.00	.0%
001100 627000	SURETY AND FORGERY B	400	400	.00	.00	.00	400.00	.0%
001100 630000	GAS	14,500	14,500	5,968.37	3,498.96	.00	8,531.63	41.2%
001100 630500	ELECTRICITY	194,000	194,000	51,219.42	16,421.42	.00	142,780.58	26.4%
001100 635000	BUILDING R&M	100,000	100,000	.00	.00	.00	100,000.00	.0%
001100 635500	ELECTRICAL R&M	4,000	4,000	.00	.00	.00	4,000.00	.0%
001100 636500	OFFICE EQUIPMENT R&M	30,000	30,000	.00	.00	.00	30,000.00	.0%
001100 638000	FIXED EQUIPMENT R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001100 638400	MOTOR VEHICLE EQ. R&	146,000	146,000	19,983.62	18,059.43	39,346.88	86,669.50	40.6%
001100 639400	DISINFECT./EXTERMINA	2,500	2,500	.00	.00	.00	2,500.00	.0%
001100 639800	TOW IN CHARGES	8,000	8,000	1,417.50	272.50	.00	6,582.50	17.7%
001100 641000	OFFICE EQUIPMENT REN	11,500	11,500	.00	.00	.00	11,500.00	.0%
001100 641700	MOTORCYCLE RENT	260,000	260,000	100,965.72	27,822.55	31,160.88	127,873.40	50.8%
001100 681700	EVIDENCE BUY MONEY	10,000	10,000	.00	.00	.00	10,000.00	.0%
001100 683600	NSF CHECKS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001100 684000	DUES AND MEMBERSHIPS	2,000	2,000	340.00	340.00	100.00	1,560.00	22.0%
001100 684500	REGISTRATION FEE/TUI	15,000	15,000	4,635.00	2,445.00	125.00	10,240.00	31.7%
001100 699900	SERVICES NOT SPECIFI	18,500	18,500	.00	.00	.00	18,500.00	.0%
TOTAL PROFESSIONAL SERVICE		1,205,259	1,210,105	284,022.68	112,031.38	115,365.05	810,717.27	33.0%
70 CAPITAL OUTLAY								
001100 732300	EQUIP-BYRNE '23	14,095	14,095	.00	.00	.00	14,095.00	.0%
001100 732700	DATA PROCESSING EQUI	0	25,000	.00	.00	12,999.87	12,000.13	52.0%
001100 739900	OTHER EQUIPMENT	0	275,800	8,804.38	4,050.00	63,742.71	203,252.91	26.3%
001100 740000	AUTOMOBILES	0	513,720	73,720.00	73,720.00	39,454.00	400,546.00	22.0%
001100 742000	PICK UP TRUCKS	0	50,000	.00	.00	.00	50,000.00	.0%
TOTAL CAPITAL OUTLAY		14,095	878,615	82,524.38	77,770.00	116,196.58	679,894.04	22.6%
TOTAL POLICE/PUB.SFTY		14,950,114	15,929,880	2,277,205.96	1,181,711.40	305,635.79	13,347,038.25	16.2%
001131 JOINT P&F TRNG.								
40 PERSONAL SERVICES								
001131 400000	REGULAR WAGES	31,200	31,200	5,602.50	3,202.50	.00	25,597.50	18.0%
001131 430000	OVERTIME	1,500	1,500	309.38	309.38	.00	1,190.62	20.6%
001131 460000	STATE RETIREMENT	5,900	5,900	1,028.67	611.07	.00	4,871.33	17.4%
001131 470000	F.I.C.A. TAXES	2,550	2,550	452.26	268.66	.00	2,097.74	17.7%
001131 480000	HOSPITALIZATION INS.	8,400	8,400	1,201.52	601.40	.00	7,198.48	14.3%
TOTAL PERSONAL SERVICES		49,550	49,550	8,594.33	4,993.01	.00	40,955.67	17.3%
50 SUPPLIES & EXPENSES								
001131 500300	PAPER	875	875	24.54	24.54	.00	850.46	2.8%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001131 501000	OTHER EXPENDABLE OFF	5,000	5,000	1,587.72	678.34	9.22	3,403.06	31.9%
001131 502000	MINOR OFFICE EQUIP/F	1,875	1,875	.00	.00	.00	1,875.00	.0%
001131 504000	PHOTO SUPPLIES	475	475	.00	.00	.00	475.00	.0%
001131 505000	SUBSCRIPTIONS,MAGS,M	100	100	.00	.00	.00	100.00	.0%
001131 507000	BOOKS	1,800	1,800	.00	.00	.00	1,800.00	.0%
001131 507100	BOOKS-FIRE	2,000	2,000	.00	.00	.00	2,000.00	.0%
001131 508000	COMPUTER SUPPLIES	7,800	7,800	3,084.95	2,685.00	.00	4,715.05	39.6%
001131 510000	CLEANING/JANITORIAL	2,800	2,800	1,013.58	67.22	.00	1,786.42	36.2%
001131 511000	HOUSEHOLD SUPPLIES	50	50	.00	.00	.00	50.00	.0%
001131 511500	FOOD	1,200	1,200	.00	.00	.00	1,200.00	.0%
001131 511600	FOOD-CIT TRAINING (P	4,696	4,696	1,462.13	.00	.00	3,233.87	31.1%
001131 512000	MEDICAL SUPPLIES	600	600	.00	.00	.00	600.00	.0%
001131 525000	GAS AND OIL	200	200	.00	.00	.00	200.00	.0%
001131 535500	WEARING APPAREL	3,000	3,000	31.50	31.50	2,001.64	966.86	67.8%
001131 535600	WEARING APPAREL-FIRE	3,000	3,000	.00	.00	.00	3,000.00	.0%
001131 544000	HORT./LANDSCAPING SP	500	500	.00	.00	.00	500.00	.0%
001131 545000	HAND TOOLS	1,500	1,500	.00	.00	.00	1,500.00	.0%
001131 5460HS	MINOR EQUIP HOMELAND	5,431	5,431	.00	.00	.00	5,431.00	.0%
001131 5460PO	MINOR EQUIPMENT-POLI	5,120	5,120	.00	.00	221.16	4,898.84	4.3%
001131 5460RR	MINOR EQUIP REGIONAL	7,500	7,500	.00	.00	.00	7,500.00	.0%
001131 5462FR	MINOR EQUIPMENT-FIRE	5,000	5,000	.00	.00	.00	5,000.00	.0%
001131 546500	SWIFT WATER RESCUE S	5,000	5,000	.00	.00	.00	5,000.00	.0%
001131 546600	HAZ.MAT SUPPLIES	8,000	8,000	1,537.94	.00	659.98	5,802.08	27.5%
001131 559000	OTHER OPERATING MATL	10,000	10,000	3,078.16	962.98	6,787.44	134.40	98.7%
001131 559100	OTHER OPER.MATLS-FUL	5,000	5,000	561.62	561.62	.00	4,438.38	11.2%
001131 560000	BUILDING MATERIALS &	6,000	6,000	.00	.00	.00	6,000.00	.0%
001131 560500	ELECTRICAL SUPPLIES	800	800	.00	.00	.00	800.00	.0%
001131 561000	PLUMBING SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
001131 565000	PAINT AND PAINTING S	50	50	.00	.00	.00	50.00	.0%
001131 570000	MTR VEHICLE REP. PTS	1,200	1,200	.00	.00	.00	1,200.00	.0%
001131 599000	OTHER REPAIR/MAINT.	2,500	2,500	.00	.00	190.07	2,309.93	7.6%
TOTAL SUPPLIES & EXPENSES		101,072	101,072	12,382.14	5,011.20	9,869.51	78,820.35	22.0%
60 PROFESSIONAL SERVICE								
001131 607000	POSTAGE	100	100	.00	.00	.00	100.00	.0%
001131 6110FR	MINOR EQUIPMENT-FIRE	7,500	7,500	1,194.13	826.13	.00	6,305.87	15.9%
001131 6110PO	TRAVEL-POLICE	8,000	8,000	.00	.00	.00	8,000.00	.0%
001131 612000	FREIGHT	700	700	.00	.00	49.99	650.01	7.1%
001131 615000	ADVERTISING	5,000	5,000	.00	.00	.00	5,000.00	.0%
001131 630000	GAS	3,700	3,700	337.53	316.08	.00	3,362.47	9.1%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001131 630500	ELECTRICITY	16,000	16,000	2,608.93	1,030.44	.00	13,391.07	16.3%
001131 635000	BUILDING R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
001131 635100	DISASTER REPAIRS	45	45	.00	.00	.00	45.00	.0%
001131 638200	MINOR EQUIPMENT R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
001131 638400	MOTOR VEHICLE EQ. R&	500	500	36.50	.00	.00	463.50	7.3%
001131 639400	DISINFECT./EXTERMINA	1,300	1,300	.00	.00	.00	1,300.00	.0%
001131 639900	OTHER REPAIRS AND MA	1,500	1,500	.00	.00	.00	1,500.00	.0%
001131 644900	OTHER RENT	4,000	4,000	.00	.00	.00	4,000.00	.0%
001131 684000	DUES AND MEMBERSHIPS	650	650	.00	.00	.00	650.00	.0%
001131 6845FR	REGISTRATION-FIRE	15,000	15,000	4,606.90	2,675.00	.00	10,393.10	30.7%
001131 6845PO	REGISTRATION-POLICE	15,000	15,000	175.00	.00	159.00	14,666.00	2.2%
	TOTAL PROFESSIONAL SERVICE	85,495	85,495	8,958.99	4,847.65	208.99	76,327.02	10.7%
	TOTAL JOINT P&F TRNG.	236,117	236,117	29,935.46	14,851.86	10,078.50	196,103.04	16.9%
001160 FIRE DIVISION								
40 PERSONAL SERVICES								
001160 400000	REGULAR WAGES	6,945,800	6,949,300	919,496.56	477,980.26	.00	6,029,803.44	13.2%
001160 430000	OVERTIME	590,000	590,000	130,024.83	66,137.55	.00	459,975.17	22.0%
001160 460000	STATE RETIREMENT	1,349,000	1,349,630	182,616.80	94,676.58	.00	1,167,013.20	13.5%
001160 470000	F.I.C.A. TAXES	577,500	577,770	76,570.29	39,729.37	.00	501,199.71	13.3%
001160 480000	HOSPITALIZATION INS.	1,176,000	1,176,000	153,194.44	76,379.08	.00	1,022,805.56	13.0%
001160 490000	UNEMPLOYMENT BENEFIT	6,000	6,000	.00	.00	.00	6,000.00	.0%
001160 491000	WORKMAN'S COMPENSATI	199,400	199,400	.00	.00	.00	199,400.00	.0%
	TOTAL PERSONAL SERVICES	10,843,700	10,848,100	1,461,902.92	754,902.84	.00	9,386,197.08	13.5%
50 SUPPLIES & EXPENSES								
001160 500300	PAPER	500	500	.00	.00	.00	500.00	.0%
001160 500500	PRINTED FORMS	400	400	.00	.00	.00	400.00	.0%
001160 501000	OTHER EXPENDABLE OFF	4,400	4,400	1,438.80	.00	408.54	2,552.66	42.0%
001160 502000	MINOR OFFICE EQUIP/F	3,500	3,500	.00	.00	.00	3,500.00	.0%
001160 507000	BOOKS	1,800	1,800	.00	.00	.00	1,800.00	.0%
001160 508000	COMPUTER SUPPLIES	900	900	.00	.00	.00	900.00	.0%
001160 510000	CLEANING/JANITORIAL	13,000	13,000	1,542.66	28.27	1,403.71	10,053.63	22.7%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001160 511000	HOUSEHOLD SUPPLIES	2,500	2,500	.00	.00	96.20	2,403.80	3.8%
001160 511100	SUPPLIES - COVID 19	5,650	5,650	.00	.00	.00	5,650.00	.0%
001160 511500	FOOD	400	400	.00	.00	.00	400.00	.0%
001160 512000	MEDICAL SUPPLIES	5,000	5,000	.00	.00	.00	5,000.00	.0%
001160 525000	GAS AND OIL	30,000	30,000	4,695.75	4,695.75	.00	25,304.25	15.7%
001160 525500	LUBRICANTS	1,500	1,500	.00	.00	.00	1,500.00	.0%
001160 525700	DIESEL FUEL	70,000	70,000	12,134.29	12,134.29	.00	57,865.71	17.3%
001160 526000	OTHER FUEL	900	900	.00	.00	.00	900.00	.0%
001160 535000	UNIFORMS, BADGES, ET	43,200	43,200	1,765.86	.00	7,819.54	33,614.60	22.2%
001160 535500	WEARING APPAREL	20,000	20,000	322.78	.00	3,371.14	16,306.08	18.5%
001160 545000	HAND TOOLS	1,450	1,450	.00	.00	.00	1,450.00	.0%
001160 546000	MINOR EQUIPMENT	8,000	8,000	415.33	296.33	980.40	6,604.27	17.4%
001160 546200	MINOR FIRE FIGHTING	10,000	10,000	1,344.00	1,344.00	3,505.00	5,151.00	48.5%
001160 547000	FIRE HOSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
001160 553500	SFTY/FIRE P/MATL CON	5,110	5,110	5,535.00	2,405.00	.00	-425.00	108.3%
001160 559000	OTHER OPERATING MATL	1,690	1,690	167.58	41.88	116.85	1,405.57	16.8%
001160 560000	BUILDING MATERIALS &	8,000	8,000	1,700.00	1,700.00	.00	6,300.00	21.3%
001160 560500	ELECTRICAL SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
001160 561000	PLUMBING SUPPLIES	500	500	.00	.00	.00	500.00	.0%
001160 565000	PAINT AND PAINTING S	2,600	2,600	.00	.00	.00	2,600.00	.0%
001160 570000	MTR VEHICLE REP. PTS	64,000	64,000	12,538.31	3,813.38	3,548.49	47,913.20	25.1%
001160 575000	COMMUNICATION REPAIR	2,200	2,200	.00	.00	.00	2,200.00	.0%
001160 575600	SCBA REPAIR PTS/SPL	5,000	5,000	.00	.00	.00	5,000.00	.0%
001160 599000	OTHER REPAIR/MAINT.	4,500	4,500	190.00	.00	.00	4,310.00	4.2%
TOTAL SUPPLIES & EXPENSES		324,200	324,200	43,790.36	26,458.90	21,249.87	259,159.77	20.1%
60 PROFESSIONAL SERVICE								
001160 602700	MEDICAL	15,000	15,000	.00	.00	.00	15,000.00	.0%
001160 604900	OTHER PROFESSIONAL S	15,400	15,400	12.00	.00	.00	15,388.00	.1%
001160 606000	TELEPHONE AND TELEGR	14,000	14,000	2,946.33	1,474.60	.00	11,053.67	21.0%
001160 606800	NETWORK	4,400	4,400	.00	.00	.00	4,400.00	.0%
001160 611000	TRAVEL EXPENSE	8,000	8,000	2,686.65	.00	.00	5,313.35	33.6%
001160 612000	FREIGHT	4,300	4,300	492.82	280.74	190.87	3,616.31	15.9%
001160 615000	ADVERTISING	5,000	5,000	.00	.00	.00	5,000.00	.0%
001160 620000	PRINTING	1,500	1,500	295.00	.00	.00	1,205.00	19.7%
001160 627000	SURETY AND FORGERY B	125	125	.00	.00	.00	125.00	.0%
001160 630000	GAS	25,000	25,000	2,147.70	1,579.77	.00	22,852.30	8.6%
001160 630500	ELECTRICITY	70,000	70,000	17,618.92	6,149.14	.00	52,381.08	25.2%
001160 631500	WATER	600	600	153.66	145.66	.00	446.34	25.6%
001160 635000	BUILDING R&M	48,000	48,000	10,848.58	10,206.60	6,116.30	31,035.12	35.3%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001160 635500	ELECTRICAL R&M	200	200	.00	.00	.00	200.00	.0%
001160 635700	PLUMBING EQUIPMENT R	5,000	5,000	.00	.00	.00	5,000.00	.0%
001160 636500	OFFICE EQUIPMENT R&M	3,000	3,000	.00	.00	.00	3,000.00	.0%
001160 637000	HOUSEHOLD EQUIPMENT	3,500	3,500	228.80	.00	.00	3,271.20	6.5%
001160 638000	FIXED EQUIPMENT R&M	6,025	6,025	1,767.31	.00	.00	4,257.69	29.3%
001160 638200	MINOR EQUIPMENT R&M	3,000	3,000	1,118.75	.00	140.45	1,740.80	42.0%
001160 638400	MOTOR VEHICLE EQ. R&	50,000	50,000	12,898.89	7,270.17	16,276.12	20,824.99	58.4%
001160 638700	AGRICULTURAL EQ. R&M	500	500	159.43	.00	.00	340.57	31.9%
001160 638900	SCBA EQUIP. R&M	10,550	10,550	462.50	.00	.00	10,087.50	4.4%
001160 639000	COMMUNICATION EQ. R&	10,000	10,000	2,625.00	.00	2,303.00	5,072.00	49.3%
001160 639400	DISINFECT./EXTERMINA	2,000	2,000	96.00	.00	.00	1,904.00	4.8%
001160 639800	TOW IN CHARGES	3,000	3,000	.00	.00	.00	3,000.00	.0%
001160 639900	OTHER REPAIRS AND MA	1,000	1,000	.00	.00	.00	1,000.00	.0%
001160 641000	OFFICE EQUIPMENT REN	5,000	5,000	567.92	272.02	.00	4,432.08	11.4%
001160 642000	MACHINERY RENT	100	100	.00	.00	.00	100.00	.0%
001160 642500	CYLINDER RENT	4,000	4,000	301.46	150.73	.00	3,698.54	7.5%
001160 643500	MOP-MAT-RAG RENT	1,000	1,000	112.25	.00	.00	887.75	11.2%
001160 684000	DUES AND MEMBERSHIPS	1,330	1,330	.00	.00	.00	1,330.00	.0%
001160 684500	REGISTRATION FEE/TUI	2,590	2,590	935.70	935.70	.00	1,654.30	36.1%
001160 684700	CONTINUING EDUCATION	15,000	15,000	.00	.00	.00	15,000.00	.0%
001160 685000	LAUNDRY	100	100	.00	.00	.00	100.00	.0%
001160 699900	SERVICES NOT SPECIFI	500	500	.00	.00	.00	500.00	.0%
TOTAL PROFESSIONAL SERVICE		338,720	338,720	58,475.67	28,465.13	25,026.74	255,217.59	24.7%
TOTAL FIRE DIVISION		11,506,620	11,511,020	1,564,168.95	809,826.87	46,276.61	9,900,574.44	14.0%
001180 LAND DEVEL.ADM.								
40 PERSONAL SERVICES								
001180 400000	REGULAR WAGES	495,800	495,800	67,057.60	33,133.00	.00	428,742.40	13.5%
001180 430000	OVERTIME	0	0	31.25	4.00	.00	-31.25	100.0%
001180 460000	STATE RETIREMENT	88,800	88,800	11,673.46	5,765.83	.00	77,126.54	13.1%
001180 470000	F.I.C.A. TAXES	38,000	38,000	4,878.86	2,411.00	.00	33,121.14	12.8%
001180 480000	HOSPITALIZATION INS.	109,200	109,200	13,216.72	6,015.28	.00	95,983.28	12.1%
001180 490000	UNEMPLOYMENT BENEFIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
001180 491000	WORKMAN'S COMPENSATI	14,200	14,200	.00	.00	.00	14,200.00	.0%
TOTAL PERSONAL SERVICES		751,000	751,000	96,857.89	47,329.11	.00	654,142.11	12.9%
50 SUPPLIES & EXPENSES								
001180 500300	PAPER	1,575	1,575	.00	.00	879.06	695.94	55.8%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001180 500500	PRINTED FORMS	270	270	.00	.00	.00	270.00	.0%
001180 501000	OTHER EXPENDABLE OFF	2,300	2,300	.00	.00	472.64	1,827.36	20.5%
001180 502000	MINOR OFFICE EQUIP/F	2,000	2,000	.00	.00	.00	2,000.00	.0%
001180 505000	SUBSCRIPTIONS,MAGS,M	900	900	455.40	455.40	440.00	4.60	99.5%
001180 507000	BOOKS	900	900	.00	.00	.00	900.00	.0%
001180 508000	COMPUTER SUPPLIES	450	450	.00	.00	.00	450.00	.0%
001180 511100	SUPPLIES - COVID 19	200	200	.00	.00	137.98	62.02	69.0%
001180 525000	GAS AND OIL	11,500	11,500	2,494.30	2,494.30	.00	9,005.70	21.7%
001180 535500	WEARING APPAREL	3,000	3,000	.00	.00	1,717.84	1,282.16	57.3%
001180 546000	MINOR EQUIPMENT	660	660	.00	.00	.00	660.00	.0%
001180 570000	MTR VEHICLE REP. PTS	8,000	13,000	6,377.43	815.31	912.59	5,709.98	56.1%
	TOTAL SUPPLIES & EXPENSES	31,755	36,755	9,327.13	3,765.01	4,560.11	22,867.76	37.8%
60 PROFESSIONAL SERVICE								
001180 601300	DEMOLITION	100,000	188,000	36,259.16	11,708.16	92,694.00	59,046.84	68.6%
001180 601400	ASBESTOS REMOVAL	3,000	3,000	.00	.00	.00	3,000.00	.0%
001180 601600	TITLE OPINIONS	9,600	9,600	.00	.00	.00	9,600.00	.0%
001180 601800	LOT CLEARING	70,000	22,000	5,275.06	1,923.12	.00	16,724.94	24.0%
001180 602300	ABSTRACTING & RECORD	4,000	4,000	.00	.00	.00	4,000.00	.0%
001180 604900	OTHER PROFESSIONAL S	9,000	9,000	450.00	450.00	.00	8,550.00	5.0%
001180 606000	TELEPHONE AND TELEGR	10,000	10,000	1,433.62	718.70	.00	8,566.38	14.3%
001180 607000	POSTAGE	600	600	.00	.00	.00	600.00	.0%
001180 611000	TRAVEL EXPENSE	5,000	5,000	730.97	731.00	1,018.67	3,250.36	35.0%
001180 615000	ADVERTISING	100	100	.00	.00	.00	100.00	.0%
001180 620000	PRINTING	3,000	3,000	.00	.00	.00	3,000.00	.0%
001180 636500	OFFICE EQUIPMENT R&M	450	450	.00	.00	.00	450.00	.0%
001180 638400	MOTOR VEHICLE EQ. R&	5,000	5,000	1,222.04	1,198.04	125.30	3,652.66	26.9%
001180 639800	TOW IN CHARGES	1,000	1,000	100.00	100.00	250.00	650.00	35.0%
001180 644900	OTHER RENT	3,600	3,600	.00	.00	.00	3,600.00	.0%
001180 684000	DUES AND MEMBERSHIPS	3,100	3,100	110.00	.00	.00	2,990.00	3.5%
001180 684500	REGISTRATION FEE/TUI	3,000	3,000	250.00	.00	.00	2,750.00	8.3%
	TOTAL PROFESSIONAL SERVICE	230,450	270,450	45,830.85	16,829.02	94,087.97	130,531.18	51.7%
70 CAPITAL OUTLAY								
001180 740000	AUTOMOBILES	0	110,000	.00	.00	.00	110,000.00	.0%
	TOTAL CAPITAL OUTLAY	0	110,000	.00	.00	.00	110,000.00	.0%
	TOTAL LAND DEVEL.ADM.	1,013,205	1,168,205	152,015.87	67,923.14	98,648.08	917,541.05	21.5%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001190 P/S CONTRAC.SER								
40 PERSONAL SERVICES								
001190 430000	OVERTIME	175,000	175,000	39,036.42	14,935.12	.00	135,963.58	22.3%
001190 460000	STATE RETIREMENT	31,500	31,500	6,792.34	2,598.71	.00	24,707.66	21.6%
001190 470000	F.I.C.A. TAXES	13,390	13,390	2,901.12	1,106.92	.00	10,488.88	21.7%
001190 480000	HOSPITALIZATION INS.	14,000	14,000	3,059.51	1,169.76	.00	10,940.49	21.9%
TOTAL PERSONAL SERVICES		233,890	233,890	51,789.39	19,810.51	.00	182,100.61	22.1%
60 PROFESSIONAL SERVICE								
001190 602700	MEDICAL	40,000	40,000	10,696.41	10,696.41	.00	29,303.59	26.7%
001190 681500	JAIL EXPENSE	725,000	725,000	30,591.92	.00	.00	694,408.08	4.2%
001190 686500	EMERGENCY MGMT.CONTR	155,000	155,000	38,750.00	.00	.00	116,250.00	25.0%
001190 699900	SERVICES NOT SPECIFI	29,459	29,459	.00	.00	.00	29,459.00	.0%
TOTAL PROFESSIONAL SERVICE		949,459	949,459	80,038.33	10,696.41	.00	869,420.67	8.4%
TOTAL P/S CONTRAC.SER		1,183,349	1,183,349	131,827.72	30,506.92	.00	1,051,521.28	11.1%
001191 TRAFFIC MAINT.								
40 PERSONAL SERVICES								
001191 400000	REGULAR WAGES	214,000	214,000	28,395.99	14,197.67	.00	185,604.01	13.3%
001191 430000	OVERTIME	8,500	8,500	6,010.23	1,987.44	.00	2,489.77	70.7%
001191 460000	STATE RETIREMENT	40,000	40,000	5,986.67	2,816.21	.00	34,013.33	15.0%
001191 470000	F.I.C.A. TAXES	17,100	17,100	2,525.66	1,184.96	.00	14,574.34	14.8%
001191 480000	HOSPITALIZATION INS.	50,400	50,400	6,007.60	3,007.00	.00	44,392.40	11.9%
001191 490000	UNEMPLOYMENT BENEFIT	8,300	8,300	.00	.00	.00	8,300.00	.0%
001191 491000	WORKMAN'S COMPENSATI	12,500	12,500	.00	.00	.00	12,500.00	.0%
TOTAL PERSONAL SERVICES		350,800	350,800	48,926.15	23,193.28	.00	301,873.85	13.9%
50 SUPPLIES & EXPENSES								
001191 500300	PAPER	300	300	.00	.00	.00	300.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001191 501000	OTHER EXPENDABLE OFF	1,200	1,200	.00	.00	523.00	677.00	43.6%
001191 502000	MINOR OFFICE EQUIP/F	0	1,000	.00	.00	279.99	720.01	28.0%
001191 508000	COMPUTER SUPPLIES	600	600	.00	.00	.00	600.00	.0%
001191 510000	CLEANING/JANITORIAL	200	200	.00	.00	.00	200.00	.0%
001191 511000	HOUSEHOLD SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001191 525000	GAS AND OIL	12,000	12,000	3,589.03	3,589.03	.00	8,410.97	29.9%
001191 525500	LUBRICANTS	100	100	.00	.00	.00	100.00	.0%
001191 525700	DIESEL FUEL	2,000	2,000	392.84	392.84	.00	1,607.16	19.6%
001191 535500	WEARING APPAREL	700	700	.00	.00	52.88	647.12	7.6%
001191 545000	HAND TOOLS	1,500	1,500	.00	.00	828.80	671.20	55.3%
001191 546000	MINOR EQUIPMENT	1,000	1,000	.00	.00	149.66	850.34	15.0%
001191 554000	TRAFFIC CONTROL EQ.	59,000	59,000	3,656.76	.00	4,488.55	50,854.69	13.8%
001191 554500	TRAFFIC SIGNS	35,000	34,000	4,173.00	4,173.00	7,054.16	22,772.84	33.0%
001191 555000	STREET MARKING SUPPL	6,000	6,000	.00	.00	.00	6,000.00	.0%
001191 559000	OTHER OPERATING MATL	1,900	1,900	.00	.00	1,764.65	135.35	92.9%
001191 560000	BUILDING MATERIALS &	2,000	2,000	.00	.00	696.70	1,303.30	34.8%
001191 560500	ELECTRICAL SUPPLIES	900	900	.00	.00	.00	900.00	.0%
001191 562000	STRUCTURAL STEEL & I	950	950	.00	.00	.00	950.00	.0%
001191 565000	PAINT AND PAINTING S	6,000	6,000	.00	.00	.00	6,000.00	.0%
001191 570000	MTR VEHICLE REP. PTS	11,000	11,000	3,340.30	94.40	.00	7,659.70	30.4%
001191 575000	COMMUNICATION REPAIR	1,700	1,700	.00	.00	.00	1,700.00	.0%
001191 599000	OTHER REPAIR/MAINT.	500	500	.00	.00	.00	500.00	.0%
TOTAL SUPPLIES & EXPENSES		145,550	145,550	15,151.93	8,249.27	15,838.39	114,559.68	21.3%
60 PROFESSIONAL SERVICE								
001191 606000	TELEPHONE AND TELEGR	1,500	1,500	339.00	170.04	.00	1,161.00	22.6%
001191 611000	TRAVEL EXPENSE	700	700	.00	.00	.00	700.00	.0%
001191 612000	FREIGHT	2,000	2,000	.00	.00	.00	2,000.00	.0%
001191 630000	GAS	2,000	2,000	31.63	.00	.00	1,968.37	1.6%
001191 630500	ELECTRICITY	16,500	16,500	4,277.59	931.52	.00	12,222.41	25.9%
001191 636500	OFFICE EQUIPMENT R&M	800	800	.00	.00	.00	800.00	.0%
001191 637500	TRAFFIC CONTROL EQ.	57,000	57,000	.00	.00	.00	57,000.00	.0%
001191 638200	MINOR EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
001191 638400	MOTOR VEHICLE EQ. R&	10,000	10,000	.00	.00	.00	10,000.00	.0%
001191 639000	COMMUNICATION EQ. R&	600	600	.00	.00	.00	600.00	.0%
001191 639400	DISINFECT./EXTERMINA	700	700	45.00	.00	.00	655.00	6.4%
001191 639800	TOW IN CHARGES	600	600	.00	.00	.00	600.00	.0%
001191 639900	OTHER REPAIRS AND MA	1,500	1,500	.00	.00	.00	1,500.00	.0%
001191 642500	CYLINDER RENT	350	350	.00	.00	.00	350.00	.0%
001191 643000	UNIFORM RENT	2,000	2,000	225.00	100.00	.00	1,775.00	11.3%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001191 643500	MOP-MAT-RAG RENT	800	800	74.70	33.20	.00	725.30	9.3%
001191 644900	OTHER RENT	200	200	.00	.00	.00	200.00	.0%
001191 684000	DUES AND MEMBERSHIPS	200	200	.00	.00	.00	200.00	.0%
001191 684500	REGISTRATION FEE/TUI	2,400	2,400	.00	.00	.00	2,400.00	.0%
001191 687000	CUSTODIAL SERVICE	7,000	7,000	1,342.98	494.98	325.00	5,332.02	23.8%
001191 699900	SERVICES NOT SPECIFI	900	900	.00	.00	.00	900.00	.0%
TOTAL PROFESSIONAL SERVICE		108,250	108,250	6,335.90	1,729.74	325.00	101,589.10	6.2%
70 CAPITAL OUTLAY								
001191 739900	OTHER EQUIPMENT	0	200,000	.00	.00	.00	200,000.00	.0%
001191 742000	PICK UP TRUCKS	0	36,600	36,522.00	36,522.00	.00	78.00	99.8%
TOTAL CAPITAL OUTLAY		0	236,600	36,522.00	36,522.00	.00	200,078.00	15.4%
TOTAL TRAFFIC MAINT.		604,600	841,200	106,935.98	69,694.29	16,163.39	718,100.63	14.6%
001201 STREET DIV.								
40 PERSONAL SERVICES								
001201 400000	REGULAR WAGES	672,250	672,250	81,835.73	42,357.86	.00	590,414.27	12.2%
001201 430000	OVERTIME	12,500	12,500	1,389.20	623.73	.00	11,110.80	11.1%
001201 460000	STATE RETIREMENT	122,600	122,600	14,500.37	7,488.41	.00	108,099.63	11.8%
001201 470000	F.I.C.A. TAXES	52,400	52,400	6,222.26	3,217.93	.00	46,177.74	11.9%
001201 480000	HOSPITALIZATION INS.	151,200	151,200	13,816.84	6,615.40	.00	137,383.16	9.1%
001201 490000	UNEMPLOYMENT BENEFIT	9,000	9,000	.00	.00	.00	9,000.00	.0%
001201 491000	WORKMAN'S COMPENSATI	66,000	66,000	.00	.00	.00	66,000.00	.0%
TOTAL PERSONAL SERVICES		1,085,950	1,085,950	117,764.40	60,303.33	.00	968,185.60	10.8%
50 SUPPLIES & EXPENSES								
001201 500300	PAPER	400	400	.00	.00	.00	400.00	.0%
001201 501000	OTHER EXPENDABLE OFF	600	600	.00	.00	.00	600.00	.0%
001201 502000	MINOR OFFICE EQUIP/F	2,500	2,500	.00	.00	.00	2,500.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001201 510000	CLEANING/JANITORIAL	3,000	3,000	336.27	336.27	.00	2,663.73	11.2%
001201 511000	HOUSEHOLD SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001201 513000	CHEMICALS	6,000	6,000	.00	.00	3,913.89	2,086.11	65.2%
001201 525000	GAS AND OIL	35,000	35,000	5,734.32	5,734.32	.00	29,265.68	16.4%
001201 525500	LUBRICANTS	2,500	2,500	.00	.00	4,797.00	-2,297.00	191.9%
001201 525700	DIESEL FUEL	40,000	40,000	5,194.30	5,194.30	.00	34,805.70	13.0%
001201 535500	WEARING APPAREL	3,800	3,800	.00	.00	.00	3,800.00	.0%
001201 540000	ASPHALT & ASPHALT PR	45,000	45,000	11,503.48	3,365.99	1,600.96	31,895.56	29.1%
001201 540500	CONCRETE, CEMENT, ET	20,000	20,000	2,636.50	1,240.00	2,420.00	14,943.50	25.3%
001201 541000	BRICK,STONE,MORTAR,E	20,000	20,000	.00	.00	.00	20,000.00	.0%
001201 541500	SAND,CLAY,GRVL,FILL	9,000	9,000	.00	.00	.00	9,000.00	.0%
001201 542000	DRAINAGE PIPE & CULV	8,000	8,000	6,849.40	3,693.60	.00	1,150.60	85.6%
001201 544000	HORT./LANDSCAPING SP	1,000	1,000	.00	.00	.00	1,000.00	.0%
001201 545000	HAND TOOLS	3,500	3,500	872.91	872.91	447.00	2,180.09	37.7%
001201 546000	MINOR EQUIPMENT	5,500	5,500	.00	.00	.00	5,500.00	.0%
001201 555000	STREET MARKING SUPPL	2,500	2,500	.00	.00	.00	2,500.00	.0%
001201 559000	OTHER OPERATING MATL	20,000	20,000	1,599.85	433.85	19.47	18,380.68	8.1%
001201 560000	BUILDING MATERIALS &	4,000	4,000	.00	.00	675.65	3,324.35	16.9%
001201 560500	ELECTRICAL SUPPLIES	1,800	1,800	98.80	.00	.00	1,701.20	5.5%
001201 561000	PLUMBING SUPPLIES	400	400	.00	.00	.00	400.00	.0%
001201 562000	STRUCTURAL STEEL & I	3,000	3,000	.00	.00	.00	3,000.00	.0%
001201 565000	PAINT AND PAINTING S	1,200	1,200	.00	.00	.00	1,200.00	.0%
001201 570000	MTR VEHICLE REP. PTS	85,000	85,000	18,178.04	5,115.01	2,065.86	64,756.10	23.8%
001201 575000	COMMUNICATION REPAIR	1,000	1,000	.00	.00	.00	1,000.00	.0%
001201 575500	AGRICLTRL REPAIR PTS	15,000	15,000	.00	.00	.00	15,000.00	.0%
TOTAL SUPPLIES & EXPENSES		340,700	340,700	53,003.87	25,986.25	15,939.83	271,756.30	20.2%
60 PROFESSIONAL SERVICE								
001201 604900	OTHER PROFESSIONAL S	286,000	452,000	77,950.50	38,876.50	.00	374,049.50	17.2%
001201 611000	TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
001201 612000	FREIGHT	3,000	3,000	140.00	140.00	54.65	2,805.35	6.5%
001201 636099	LONG RANGE PAVING PL	1,250,000	1,262,475	72,586.37	72,586.37	293,605.00	896,283.63	29.0%
001201 638200	MINOR EQUIPMENT R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
001201 638400	MOTOR VEHICLE EQ. R&	30,000	30,000	1,461.83	177.08	.00	28,538.17	4.9%
001201 638700	AGRICULTURAL EQ. R&M	20,000	20,000	5,919.77	482.00	605.43	13,474.80	32.6%
001201 639800	TOW IN CHARGES	1,500	1,500	375.00	.00	.00	1,125.00	25.0%
001201 639900	OTHER REPAIRS AND MA	8,000	8,000	.00	.00	.00	8,000.00	.0%
001201 642000	MACHINERY RENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
001201 643000	UNIFORM RENT	15,000	15,000	3,248.83	1,210.70	.00	11,751.17	21.7%
001201 684000	DUES AND MEMBERSHIPS	600	600	.00	.00	.00	600.00	.0%

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FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001201 684500	REGISTRATION FEE/TUI	2,000	2,000	.00	.00	.00	2,000.00	.0%
001201 699900	SERVICES NOT SPECIFI	6,000	6,000	2,488.00	2,488.00	.00	3,512.00	41.5%
TOTAL PROFESSIONAL SERVICE		1,630,600	1,809,075	164,170.30	115,960.65	294,265.08	1,350,639.62	25.3%
70 CAPITAL OUTLAY								
001201 739900	OTHER EQUIPMENT	0	209,000	.00	.00	.00	209,000.00	.0%
001201 742000	PICK UP TRUCKS	0	49,000	.00	.00	.00	49,000.00	.0%
001201 743000	HEAVY TRUCKS	0	175,000	.00	.00	175,000.00	.00	100.0%
TOTAL CAPITAL OUTLAY		0	433,000	.00	.00	175,000.00	258,000.00	40.4%
TOTAL STREET DIV.		3,057,250	3,668,725	334,938.57	202,250.23	485,204.91	2,848,581.52	22.4%
001202 STREET LIGHTS								
60 PROFESSIONAL SERVICE								
001202 630500	ELECTRICITY	1,400,000	1,400,000	334,889.07	117,095.86	.00	1,065,110.93	23.9%
TOTAL PROFESSIONAL SERVICE		1,400,000	1,400,000	334,889.07	117,095.86	.00	1,065,110.93	23.9%
TOTAL STREET LIGHTS		1,400,000	1,400,000	334,889.07	117,095.86	.00	1,065,110.93	23.9%
001203 ENGR/PUBLIC SER								
40 PERSONAL SERVICES								
001203 400000	REGULAR WAGES	455,500	455,500	67,181.93	33,678.92	.00	388,318.07	14.7%
001203 430000	OVERTIME	1,000	1,000	61.10	34.05	.00	938.90	6.1%
001203 460000	STATE RETIREMENT	81,750	81,750	11,700.27	5,866.05	.00	70,049.73	14.3%
001203 470000	F.I.C.A. TAXES	35,000	35,000	4,897.83	2,455.91	.00	30,102.17	14.0%
001203 480000	HOSPITALIZATION INS.	67,200	67,200	8,410.64	4,209.80	.00	58,789.36	12.5%
001203 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001203 491000	WORKMAN'S COMPENSATI	8,370	8,370	.00	.00	.00	8,370.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PERSONAL SERVICES		649,820	649,820	92,251.77	46,244.73	.00	557,568.23	14.2%
50 SUPPLIES & EXPENSES								
001203 500300	PAPER	1,000	1,000	417.15	132.50	271.78	311.07	68.9%
001203 501000	OTHER EXPENDABLE OFF	2,700	2,700	200.91	56.39	465.97	2,033.12	24.7%
001203 502000	MINOR OFFICE EQUIP/F	3,000	3,000	40.64	40.64	2,512.00	447.36	85.1%
001203 505000	SUBSCRIPTIONS,MAGS,M	450	450	.00	.00	.00	450.00	.0%
001203 508000	COMPUTER SUPPLIES	5,000	5,000	1,904.13	1,904.13	249.66	2,846.21	43.1%
001203 525000	GAS AND OIL	2,200	2,200	531.36	531.36	.00	1,668.64	24.2%
001203 546000	MINOR EQUIPMENT	250	250	.00	.00	.00	250.00	.0%
001203 559000	OTHER OPERATING MATL	250	250	.00	.00	.00	250.00	.0%
001203 560000	BUILDING MATERIALS &	300	300	.00	.00	23.50	276.50	7.8%
001203 570000	MTR VEHICLE REP. PTS	1,000	1,000	94.40	47.20	.00	905.60	9.4%
001203 575000	COMMUNICATION REPAIR	100	100	.00	.00	.00	100.00	.0%
001203 599000	OTHER REPAIR/MAINT.	100	100	.00	.00	.00	100.00	.0%
TOTAL SUPPLIES & EXPENSES		16,350	16,350	3,188.59	2,712.22	3,522.91	9,638.50	41.0%
60 PROFESSIONAL SERVICE								
001203 601500	ENGINEERING	177,412	177,412	14,580.10	14,580.10	.00	162,831.90	8.2%
001203 602000	CONSULTANT SERV/SURV	10,000	10,000	.00	.00	1,500.00	8,500.00	15.0%
001203 602300	ABSTRACTING & RECORD	500	500	.00	.00	.00	500.00	.0%
001203 604900	OTHER PROFESSIONAL S	86,500	86,500	34,000.00	11,500.00	.00	52,500.00	39.3%
001203 606000	TELEPHONE AND TELEGR	3,300	3,300	426.09	289.31	.00	2,873.91	12.9%
001203 607000	POSTAGE	1,250	1,250	129.28	.00	.00	1,120.72	10.3%
001203 611000	TRAVEL EXPENSE	3,000	3,000	581.43	581.43	.00	2,418.57	19.4%
001203 613000	MESSENGER/EXPRESS SE	400	400	54.12	.00	.00	345.88	13.5%
001203 615000	ADVERTISING	500	500	.00	.00	.00	500.00	.0%
001203 620000	PRINTING	300	300	.00	.00	.00	300.00	.0%
001203 630000	GAS	1,500	1,500	84.54	58.72	.00	1,415.46	5.6%
001203 630500	ELECTRICITY	6,000	6,000	2,158.69	544.68	.00	3,841.31	36.0%
001203 635000	BUILDING R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
001203 638200	MINOR EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001203 638400	MOTOR VEHICLE EQ. R&	1,000	1,000	191.95	191.95	.00	808.05	19.2%
001203 639400	DISINFECT./EXTERMINA	750	750	55.00	.00	.00	695.00	7.3%
001203 641000	OFFICE EQUIPMENT REN	4,000	4,000	411.35	.00	.00	3,588.65	10.3%
001203 684000	DUES AND MEMBERSHIPS	400	400	.00	.00	.00	400.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001203 684500	REGISTRATION FEE/TUI	2,450	2,450	300.00	225.00	.00	2,150.00	12.2%
001203 687000	CUSTODIAL SERVICE	5,940	5,940	1,248.34	400.34	425.00	4,266.66	28.2%
001203 699900	SERVICES NOT SPECIFI	50,000	50,000	.00	.00	.00	50,000.00	.0%
TOTAL PROFESSIONAL SERVICE		357,702	357,702	54,220.89	28,371.53	1,925.00	301,556.11	15.7%
TOTAL ENGR/PUBLIC SER		1,023,872	1,023,872	149,661.25	77,328.48	5,447.91	868,762.84	15.1%
001204 SHOP DIVISION								
40 PERSONAL SERVICES								
001204 400000	REGULAR WAGES	315,000	315,000	32,888.76	16,224.39	.00	282,111.24	10.4%
001204 430000	OVERTIME	12,000	12,000	2,197.44	1,092.95	.00	9,802.56	18.3%
001204 460000	STATE RETIREMENT	58,600	58,600	6,124.28	3,022.86	.00	52,475.72	10.5%
001204 470000	F.I.C.A. TAXES	25,100	25,100	2,607.99	1,275.80	.00	22,492.01	10.4%
001204 480000	HOSPITALIZATION INS.	67,200	67,200	5,407.60	3,007.00	.00	61,792.40	8.0%
001204 490000	UNEMPLOYMENT BENEFIT	3,000	3,000	.00	.00	.00	3,000.00	.0%
001204 491000	WORKMAN'S COMPENSATI	9,500	9,500	.00	.00	.00	9,500.00	.0%
TOTAL PERSONAL SERVICES		490,400	490,400	49,226.07	24,623.00	.00	441,173.93	10.0%
50 SUPPLIES & EXPENSES								
001204 502000	MINOR OFFICE EQUIP/F	800	800	.00	.00	.00	800.00	.0%
001204 512000	MEDICAL SUPPLIES	350	350	62.92	.00	134.58	152.50	56.4%
001204 513000	CHEMICALS	5,000	5,000	2,550.35	2,550.35	.00	2,449.65	51.0%
001204 525000	GAS AND OIL	2,000	2,000	.00	.00	.00	2,000.00	.0%
001204 525500	LUBRICANTS	4,500	4,500	1,113.88	1,113.88	.00	3,386.12	24.8%
001204 525700	DIESEL FUEL	2,000	2,000	190.51	190.51	.00	1,809.49	9.5%
001204 545000	HAND TOOLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001204 546000	MINOR EQUIPMENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
001204 559000	OTHER OPERATING MATL	4,300	4,300	2,223.92	1,386.54	.00	2,076.08	51.7%
001204 560000	BUILDING MATERIALS &	700	700	.00	.00	.00	700.00	.0%
001204 560500	ELECTRICAL SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001204 561000	PLUMBING SUPPLIES	300	300	.00	.00	.00	300.00	.0%
001204 570000	MTR VEHICLE REP. PTS	3,500	3,500	839.44	392.40	.00	2,660.56	24.0%
001204 575000	COMMUNICATION REPAIR	500	500	.00	.00	.00	500.00	.0%
001204 577000	EXPENDABLE WELDING S	1,500	1,500	60.00	60.00	.00	1,440.00	4.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001204 599000	OTHER REPAIR/MAINT.	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL SUPPLIES & EXPENSES		29,950	29,950	7,041.02	5,693.68	134.58	22,774.40	24.0%
60 PROFESSIONAL SERVICE								
001204 612000	FREIGHT	100	100	.00	.00	.00	100.00	.0%
001204 630000	GAS	12,000	12,000	1,001.60	980.15	.00	10,998.40	8.3%
001204 630500	ELECTRICITY	30,000	30,000	3,569.41	1,897.62	.00	26,430.59	11.9%
001204 635500	ELECTRICAL R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001204 638000	FIXED EQUIPMENT R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%
001204 638200	MINOR EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
001204 638400	MOTOR VEHICLE EQ. R&	500	500	.00	.00	.00	500.00	.0%
001204 639400	DISINFECT./EXTERMINA	0	0	1,578.00	571.00	.00	-1,578.00	100.0%
001204 642500	CYLINDER RENT	5,000	5,000	1,054.90	527.45	.00	3,945.10	21.1%
001204 643000	UNIFORM RENT	5,000	5,000	577.80	256.80	.00	4,422.20	11.6%
TOTAL PROFESSIONAL SERVICE		56,600	56,600	7,781.71	4,233.02	.00	48,818.29	13.7%
TOTAL SHOP DIVISION		576,950	576,950	64,048.80	34,549.70	134.58	512,766.62	11.1%
001205 G O & F S DIV.								
50 SUPPLIES & EXPENSES								
001205 501000	OTHER EXPENDABLE OFF	800	800	.00	.00	.00	800.00	.0%
001205 502000	MINOR OFFICE EQUIP/F	600	600	.00	.00	.00	600.00	.0%
001205 507000	BOOKS	220	220	.00	.00	.00	220.00	.0%
001205 510000	CLEANING/JANITORIAL	600	600	.00	.00	.00	600.00	.0%
001205 511000	HOUSEHOLD SUPPLIES	500	500	.00	.00	.00	500.00	.0%
001205 512000	MEDICAL SUPPLIES	300	300	.00	.00	.00	300.00	.0%
001205 525700	DIESEL FUEL	1,000	1,000	.00	.00	.00	1,000.00	.0%
001205 559000	OTHER OPERATING MATL	500	500	.00	.00	.00	500.00	.0%
001205 560000	BUILDING MATERIALS &	500	500	.00	.00	.00	500.00	.0%
001205 561000	PLUMBING SUPPLIES	100	100	.00	.00	.00	100.00	.0%
TOTAL SUPPLIES & EXPENSES		5,120	5,120	.00	.00	.00	5,120.00	.0%
60 PROFESSIONAL SERVICE								
001205 604900	OTHER PROFESSIONAL S	8,000	8,000	3,101.80	1,867.20	.00	4,898.20	38.8%

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FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001205 606000	TELEPHONE AND TELEGR	8,500	8,500	.00	.00	.00	8,500.00	.0%
001205 630500	ELECTRICITY	900	900	223.32	74.44	.00	676.68	24.8%
001205 639400	DISINFECT./EXTERMINA	1,500	1,500	235.00	.00	.00	1,265.00	15.7%
	TOTAL PROFESSIONAL SERVICE	18,900	18,900	3,560.12	1,941.64	.00	15,339.88	18.8%
	TOTAL G O & F S DIV.	24,020	24,020	3,560.12	1,941.64	.00	20,459.88	14.8%
001206	DRAINAGE DIV.							
50	SUPPLIES & EXPENSES							
001206 525000	GAS AND OIL	5,500	5,500	2,690.23	2,690.23	.00	2,809.77	48.9%
001206 525700	DIESEL FUEL	1,000	1,000	31.06	31.06	.00	968.94	3.1%
001206 542000	DRAINAGE PIPE & CULV	2,000	2,000	.00	.00	.00	2,000.00	.0%
	TOTAL SUPPLIES & EXPENSES	8,500	8,500	2,721.29	2,721.29	.00	5,778.71	32.0%
60	PROFESSIONAL SERVICE							
001206 604900	OTHER PROFESSIONAL S	15,000	15,000	4,999.00	.00	.00	10,001.00	33.3%
001206 606000	TELEPHONE AND TELEGR	18,000	18,000	1,064.15	1,064.15	.00	16,935.85	5.9%
001206 636000	STREETS & STRUCTURES	60,000	60,000	.00	.00	.00	60,000.00	.0%
	TOTAL PROFESSIONAL SERVICE	93,000	93,000	6,063.15	1,064.15	.00	86,936.85	6.5%
70	CAPITAL OUTLAY							
001206 700000	LAND	0	12,000	11,551.33	.00	.00	448.67	96.3%
001206 721501	FACILITIES IMPROVEME	150,000	150,000	.00	.00	.00	150,000.00	.0%
001206 721502	MIDTOWN DETENTION BA	0	10,000	5,333.10	5,333.10	.00	4,666.90	53.3%
001206 721503	INNSWOOD DRAINAGE	120,000	120,000	.00	.00	.00	120,000.00	.0%
001206 729500	OTHER IMPROVEMENTS	400,000	378,000	32,067.76	32,067.76	.00	345,932.24	8.5%
	TOTAL CAPITAL OUTLAY	670,000	670,000	48,952.19	37,400.86	.00	621,047.81	7.3%
	TOTAL DRAINAGE DIV.	771,500	771,500	57,736.63	41,186.30	.00	713,763.37	7.5%
001207	CONSTRUCTION							

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40 PERSONAL SERVICES								
001207 400000	REGULAR WAGES	423,000	423,000	49,103.62	24,476.89	.00	373,896.38	11.6%
001207 430000	OVERTIME	10,000	10,000	2,250.67	375.12	.00	7,749.33	22.5%
001207 460000	STATE RETIREMENT	77,600	77,600	8,935.65	4,324.24	.00	68,664.35	11.5%
001207 470000	F.I.C.A. TAXES	33,200	33,200	3,836.42	1,855.10	.00	29,363.58	11.6%
001207 480000	HOSPITALIZATION INS.	92,400	92,400	9,612.16	4,811.20	.00	82,787.84	10.4%
001207 490000	UNEMPLOYMENT BENEFIT	4,000	4,000	.00	.00	.00	4,000.00	.0%
001207 491000	WORKMAN'S COMPENSATI	42,000	42,000	.00	.00	.00	42,000.00	.0%
TOTAL PERSONAL SERVICES		682,200	682,200	73,738.52	35,842.55	.00	608,461.48	10.8%
50 SUPPLIES & EXPENSES								
001207 502000	MINOR OFFICE EQUIP/F	1,000	1,000	.00	.00	.00	1,000.00	.0%
001207 525000	GAS AND OIL	25,000	25,000	1,340.03	1,340.03	.00	23,659.97	5.4%
001207 525500	LUBRICANTS	400	400	.00	.00	.00	400.00	.0%
001207 525700	DIESEL FUEL	1,300	1,300	1,096.98	1,096.98	.00	203.02	84.4%
001207 535500	WEARING APPAREL	1,500	1,500	.00	.00	.00	1,500.00	.0%
001207 545000	HAND TOOLS	1,500	1,500	353.61	353.61	.00	1,146.39	23.6%
001207 546000	MINOR EQUIPMENT	4,000	4,000	.00	.00	.00	4,000.00	.0%
001207 559000	OTHER OPERATING MATL	7,000	7,000	765.44	183.94	770.22	5,464.34	21.9%
001207 560000	BUILDING MATERIALS &	6,000	6,000	490.66	484.30	49.40	5,459.94	9.0%
001207 560500	ELECTRICAL SUPPLIES	35,000	35,000	11,375.41	550.57	1,703.69	21,920.90	37.4%
001207 561000	PLUMBING SUPPLIES	2,000	2,000	478.85	144.85	.00	1,521.15	23.9%
001207 562000	STRUCTURAL STEEL & I	750	750	.00	.00	.00	750.00	.0%
001207 565000	PAINT AND PAINTING S	4,000	4,000	74.28	74.28	.00	3,925.72	1.9%
001207 570000	MTR VEHICLE REP. PTS	8,000	8,000	372.29	.00	1,070.50	6,557.21	18.0%
001207 575000	COMMUNICATION REPAIR	2,000	2,000	.00	.00	.00	2,000.00	.0%
001207 575500	AGRICLTRL REPAIR PTS	500	500	.00	.00	.00	500.00	.0%
001207 599000	OTHER REPAIR/MAINT.	14,000	14,000	.00	.00	.00	14,000.00	.0%
001207 599102	REPR/MAINT SPL-DOWNT	8,000	8,000	.00	.00	.00	8,000.00	.0%
TOTAL SUPPLIES & EXPENSES		121,950	121,950	16,347.55	4,228.56	3,593.81	102,008.64	16.4%
60 PROFESSIONAL SERVICE								
001207 604900	OTHER PROFESSIONAL S	1,000	1,000	267.89	146.40	.00	732.11	26.8%
001207 606000	TELEPHONE AND TELEGR	1,600	1,600	119.00	59.68	.00	1,481.00	7.4%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001207 612000	FREIGHT	500	500	.00	.00	150.00	350.00	30.0%
001207 630500	ELECTRICITY	5,200	5,200	.00	.00	.00	5,200.00	.0%
001207 638300	GENERATOR R&M	70,000	68,400	.00	.00	.00	68,400.00	.0%
001207 638400	MOTOR VEHICLE EQ. R&	10,000	10,000	1,885.00	.00	.00	8,115.00	18.9%
001207 639000	COMMUNICATION EQ. R&	1,000	1,000	.00	.00	.00	1,000.00	.0%
001207 639100	DOWNTOWN LIGHTS R&M	50,000	50,000	4,205.81	4,205.81	7,109.67	38,684.52	22.6%
001207 639400	DISINFECT./EXTERMINA	500	500	.00	.00	.00	500.00	.0%
001207 639800	TOW IN CHARGES	300	300	100.00	100.00	.00	200.00	33.3%
001207 639900	OTHER REPAIRS AND MA	3,000	3,000	450.00	450.00	.00	2,550.00	15.0%
001207 642000	MACHINERY RENT	0	1,600	750.25	750.25	583.60	266.15	83.4%
001207 642500	CYLINDER RENT	3,000	3,000	494.34	247.17	.00	2,505.66	16.5%
001207 643000	UNIFORM RENT	3,500	3,500	604.38	246.23	.00	2,895.62	17.3%
001207 644900	OTHER RENT	200	200	.00	.00	.00	200.00	.0%
TOTAL PROFESSIONAL SERVICE		149,800	149,800	8,876.67	6,205.54	7,843.27	133,080.06	11.2%
70 CAPITAL OUTLAY								
001207 739900	OTHER EQUIPMENT	0	24,000	.00	.00	.00	24,000.00	.0%
TOTAL CAPITAL OUTLAY		0	24,000	.00	.00	.00	24,000.00	.0%
TOTAL CONSTRUCTION		953,950	977,950	98,962.74	46,276.65	11,437.08	867,550.18	11.3%
001220 SANITATION DIV.								
40 PERSONAL SERVICES								
001220 400000	REGULAR WAGES	1,270,650	1,281,050	160,515.50	83,607.19	.00	1,120,534.50	12.5%
001220 430000	OVERTIME	42,000	42,000	2,367.73	811.05	.00	39,632.27	5.6%
001220 460000	STATE RETIREMENT	234,970	236,870	28,341.66	14,688.76	.00	208,528.34	12.0%
001220 470000	F.I.C.A. TAXES	100,500	101,300	12,186.94	6,321.97	.00	89,113.06	12.0%
001220 480000	HOSPITALIZATION INS.	285,600	285,600	28,246.60	13,838.60	.00	257,353.40	9.9%
001220 490000	UNEMPLOYMENT BENEFIT	4,000	4,000	.00	.00	.00	4,000.00	.0%
001220 491000	WORKMAN'S COMPENSATI	82,850	82,850	.00	.00	.00	82,850.00	.0%
TOTAL PERSONAL SERVICES		2,020,570	2,033,670	231,658.43	119,267.57	.00	1,802,011.57	11.4%
50 SUPPLIES & EXPENSES								
001220 501000	OTHER EXPENDABLE OFF	2,500	2,500	579.83	.00	.00	1,920.17	23.2%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001220 502000	MINOR OFFICE EQUIP/F	2,500	2,500	599.95	.00	.00	1,900.05	24.0%
001220 510000	CLEANING/JANITORIAL	1,700	1,700	.00	.00	.00	1,700.00	.0%
001220 511000	HOUSEHOLD SUPPLIES	1,400	1,400	.00	.00	.00	1,400.00	.0%
001220 513000	CHEMICALS	15,000	15,000	5,294.42	4,416.08	.00	9,705.58	35.3%
001220 525000	GAS AND OIL	12,000	12,000	2,236.67	2,236.67	.00	9,763.33	18.6%
001220 525700	DIESEL FUEL	200,000	200,000	43,587.20	43,587.20	.00	156,412.80	21.8%
001220 535500	WEARING APPAREL	1,000	1,000	181.00	181.00	.00	819.00	18.1%
001220 545000	HAND TOOLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001220 546000	MINOR EQUIPMENT	8,000	8,000	1,283.45	941.45	.00	6,716.55	16.0%
001220 559000	OTHER OPERATING MATL	50,000	50,000	.00	.00	33,743.00	16,257.00	67.5%
001220 559001	OTHER OPERATING SPLY	14,000	14,000	.00	.00	.00	14,000.00	.0%
001220 559100	OTHER OPER.MATLS-FUL	8,500	8,500	1,517.98	1,432.11	1,037.38	5,944.64	30.1%
001220 560000	BUILDING MATERIALS &	1,000	1,000	.00	.00	.00	1,000.00	.0%
001220 560500	ELECTRICAL SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001220 570000	MTR VEHICLE REP. PTS	120,000	120,000	79,791.74	37,831.65	9,219.97	30,988.29	74.2%
001220 575000	COMMUNICATION REPAIR	500	500	.00	.00	301.50	198.50	60.3%
TOTAL SUPPLIES & EXPENSES		440,100	440,100	135,072.24	90,626.16	44,301.85	260,725.91	40.8%
60 PROFESSIONAL SERVICE								
001220 604900	OTHER PROFESSIONAL S	8,000	8,000	791.20	123.36	.00	7,208.80	9.9%
001220 611000	TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
001220 612000	FREIGHT	3,700	3,700	295.35	65.33	.00	3,404.65	8.0%
001220 615001	ADVERTISING-RECYCLIN	4,000	4,000	.00	.00	.00	4,000.00	.0%
001220 630500	ELECTRICITY	7,000	7,000	971.54	371.23	.00	6,028.46	13.9%
001220 638000	FIXED EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001220 638200	MINOR EQUIPMENT R&M	3,200	3,200	18.75	18.75	.00	3,181.25	.6%
001220 638400	MOTOR VEHICLE EQ. R&	150,000	150,000	1,075.63	403.63	448.75	148,475.62	1.0%
001220 639400	DISINFECT./EXTERMINA	50	50	436.00	.00	.00	-386.00	872.0%
001220 639800	TOW IN CHARGES	5,000	5,000	2,200.00	1,550.00	.00	2,800.00	44.0%
001220 639900	OTHER REPAIRS AND MA	2,500	2,500	.00	.00	.00	2,500.00	.0%
001220 643000	UNIFORM RENT	15,000	15,000	3,528.19	1,258.18	.00	11,471.81	23.5%
001220 643500	MOP-MAT-RAG RENT	1,500	1,500	281.26	120.54	.00	1,218.74	18.8%
001220 688000	TIPPING FEES	1,000,000	1,000,000	173,256.13	96,351.82	.00	826,743.87	17.3%
001220 688500	TIPPING/DISPOSAL OTH	60,000	60,000	15,942.33	.00	.00	44,057.67	26.6%
001220 688600	HAZARDOUS WASTE GRAN	125,000	125,000	.00	.00	.00	125,000.00	.0%
001220 689000	RECYCLING FEES	180,000	180,000	21,676.51	21,676.51	63,323.49	95,000.00	47.2%
001220 699900	SERVICES NOT SPECIFI	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL PROFESSIONAL SERVICE		1,568,950	1,568,950	220,472.89	121,939.35	63,772.24	1,284,704.87	18.1%
70 CAPITAL OUTLAY								
001220 739900	OTHER EQUIPMENT	0	275,000	.00	.00	.00	275,000.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001220 746000	SANITATION TRUCKS	0	330,000	.00	.00	.00	330,000.00	.0%
TOTAL CAPITAL OUTLAY		0	605,000	.00	.00	.00	605,000.00	.0%
TOTAL SANITATION DIV.		4,029,620	4,647,720	587,203.56	331,833.08	108,074.09	3,952,442.35	15.0%
001250 HEALTH DIVISION								
40 PERSONAL SERVICES								
001250 400000	REGULAR WAGES	927,000	927,000	104,077.04	52,690.63	.00	822,922.96	11.2%
001250 430000	OVERTIME	28,000	28,000	6,668.77	4,301.61	.00	21,331.23	23.8%
001250 460000	STATE RETIREMENT	171,200	171,200	19,269.81	9,916.68	.00	151,930.19	11.3%
001250 470000	F.I.C.A. TAXES	73,060	73,060	8,301.90	4,274.29	.00	64,758.10	11.4%
001250 480000	HOSPITALIZATION INS.	252,000	252,000	23,147.50	11,740.10	.00	228,852.50	9.2%
001250 490000	UNEMPLOYMENT BENEFIT	6,000	6,000	.00	.00	.00	6,000.00	.0%
001250 491000	WORKMAN'S COMPENSATI	24,020	24,020	.00	.00	.00	24,020.00	.0%
TOTAL PERSONAL SERVICES		1,481,280	1,481,280	161,465.02	82,923.31	.00	1,319,814.98	10.9%
50 SUPPLIES & EXPENSES								
001250 513000	CHEMICALS	40,000	40,000	.00	.00	.00	40,000.00	.0%
001250 525000	GAS AND OIL	32,000	32,000	6,665.05	6,665.05	.00	25,334.95	20.8%
001250 525700	DIESEL FUEL	12,000	12,000	1,643.33	1,643.33	.00	10,356.67	13.7%
001250 535500	WEARING APPAREL	500	500	.00	.00	.00	500.00	.0%
001250 545000	HAND TOOLS	500	500	.00	.00	.00	500.00	.0%
001250 546000	MINOR EQUIPMENT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001250 559000	OTHER OPERATING MATL	1,000	1,000	.00	.00	.00	1,000.00	.0%
001250 570000	MTR VEHICLE REP. PTS	9,000	9,000	686.80	.00	.00	8,313.20	7.6%
001250 575500	AGRICLTRL REPAIR PTS	38,000	38,000	9,431.11	7,129.03	1,767.63	26,801.26	29.5%
TOTAL SUPPLIES & EXPENSES		134,000	134,000	18,426.29	15,437.41	1,767.63	113,806.08	15.1%
60 PROFESSIONAL SERVICE								
001250 612000	FREIGHT	200	200	75.00	.00	.00	125.00	37.5%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001250 638200	MINOR EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001250 638400	MOTOR VEHICLE EQ. R&	1,500	1,500	.00	.00	.00	1,500.00	.0%
001250 638700	AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001250 639000	COMMUNICATION EQ. R&	500	500	.00	.00	.00	500.00	.0%
001250 639800	TOW IN CHARGES	200	200	.00	.00	.00	200.00	.0%
001250 684500	REGISTRATION FEE/TUI	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL PROFESSIONAL SERVICE		5,400	5,400	75.00	.00	.00	5,325.00	1.4%
TOTAL HEALTH DIVISION		1,620,680	1,620,680	179,966.31	98,360.72	1,767.63	1,438,946.06	11.2%
001260 ANIMAL CONTROL								
40 PERSONAL SERVICES								
001260 400000	REGULAR WAGES	101,500	101,500	12,861.92	7,704.07	.00	88,638.08	12.7%
001260 430000	OVERTIME	2,500	2,500	2,986.72	1,327.87	.00	-486.72	119.5%
001260 460000	STATE RETIREMENT	18,700	18,700	2,757.67	1,571.56	.00	15,942.33	14.7%
001260 470000	F.I.C.A. TAXES	8,000	8,000	1,146.67	658.06	.00	6,853.33	14.3%
001260 480000	HOSPITALIZATION INS.	25,200	25,200	2,403.04	1,202.80	.00	22,796.96	9.5%
001260 490000	UNEMPLOYMENT BENEFIT	2,000	2,000	.00	.00	.00	2,000.00	.0%
001260 491000	WORKMAN'S COMPENSATI	1,300	1,300	.00	.00	.00	1,300.00	.0%
TOTAL PERSONAL SERVICES		159,200	159,200	22,156.02	12,464.36	.00	137,043.98	13.9%
50 SUPPLIES & EXPENSES								
001260 501000	OTHER EXPENDABLE OFF	500	500	.00	.00	.00	500.00	.0%
001260 502000	MINOR OFFICE EQUIP/F	150	150	.00	.00	.00	150.00	.0%
001260 505000	SUBSCRIPTIONS,MAGS,M	150	150	.00	.00	.00	150.00	.0%
001260 525000	GAS AND OIL	6,000	6,000	1,452.68	1,452.68	.00	4,547.32	24.2%
001260 535500	WEARING APPAREL	1,500	1,500	.00	.00	1,328.78	171.22	88.6%
001260 545000	HAND TOOLS	100	100	.00	.00	.00	100.00	.0%
001260 546000	MINOR EQUIPMENT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001260 570000	MTR VEHICLE REP. PTS	1,500	1,500	.00	.00	899.00	601.00	59.9%
TOTAL SUPPLIES & EXPENSES		10,900	10,900	1,452.68	1,452.68	2,227.78	7,219.54	33.8%
60 PROFESSIONAL SERVICE								
001260 603000	VETERINARIAN	1,000	1,000	.00	.00	.00	1,000.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001260 606000	TELEPHONE AND TELEGR	250	250	.00	.00	.00	250.00	.0%
001260 611000	TRAVEL EXPENSE	950	950	.00	.00	.00	950.00	.0%
001260 620000	PRINTING	200	200	.00	.00	.00	200.00	.0%
001260 638400	MOTOR VEHICLE EQ. R&	1,400	1,400	.00	.00	.00	1,400.00	.0%
001260 639800	TOW IN CHARGES	100	100	.00	.00	.00	100.00	.0%
001260 684000	DUES AND MEMBERSHIPS	150	150	.00	.00	.00	150.00	.0%
001260 684500	REGISTRATION FEE/TUI	1,500	1,500	.00	.00	.00	1,500.00	.0%
001260 699900	SERVICES NOT SPECIFI	180,000	250,000	50,000.01	33,333.34	.00	199,999.99	20.0%
	TOTAL PROFESSIONAL SERVICE	185,550	255,550	50,000.01	33,333.34	.00	205,549.99	19.6%
70 CAPITAL OUTLAY								
001260 732700	DATA PROCESSING EQUI	0	2,550	.00	.00	.00	2,550.00	.0%
001260 735500	COMMUNICATION EQUIPM	0	12,000	.00	.00	.00	12,000.00	.0%
001260 742000	PICK UP TRUCKS	0	42,000	.00	.00	.00	42,000.00	.0%
	TOTAL CAPITAL OUTLAY	0	56,550	.00	.00	.00	56,550.00	.0%
	TOTAL ANIMAL CONTROL	355,650	482,200	73,608.71	47,250.38	2,227.78	406,363.51	15.7%
001280 HUMAN/SOC.ASST								
60 PROFESSIONAL SERVICE								
001280 682007	DOMESTIC ABUSE FAMIL	3,500	3,500	.00	.00	.00	3,500.00	.0%
001280 682022	RAILS TO TRAILS	120,000	120,000	.00	.00	.00	120,000.00	.0%
001280 682023	CTR FOR CHILD ABUSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
001280 682037	H'BURG DOWNTOWN ASSN	50,000	50,000	.00	.00	.00	50,000.00	.0%
001280 682038	USM CONTRIBUTIONS -	60,000	60,000	.00	.00	.00	60,000.00	.0%
001280 682047	R3SM	25,000	25,000	.00	.00	.00	25,000.00	.0%
001280 682099	UNALLOCATED CONTRIBU	50,000	50,000	.00	.00	.00	50,000.00	.0%
	TOTAL PROFESSIONAL SERVICE	313,500	313,500	.00	.00	.00	313,500.00	.0%
	TOTAL HUMAN/SOC.ASST	313,500	313,500	.00	.00	.00	313,500.00	.0%
001402 ECONOMIC DEV.								
60 PROFESSIONAL SERVICE								

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001402 604900	OTHER PROFESSIONAL S	0	9,192,496	219,976.75	219,976.75	217,500.00	8,755,019.25	4.8%
001402 682001	FCIPC/AREA DEV. PRTN	0	325,000	81,250.00	81,250.00	.00	243,750.00	25.0%
001402 682037	H'BURG DOWNTOWN ASSN	0	154,000	.00	.00	.00	154,000.00	.0%
TOTAL PROFESSIONAL SERVICE		0	9,671,496	301,226.75	301,226.75	217,500.00	9,152,769.25	5.4%
70 CAPITAL OUTLAY								
001402 7150LP	LIGHTING PROTECTION	9,998	9,998	.00	.00	.00	9,998.00	.0%
001402 7150MC	MECHANICAL SYSTEM CO	18,400	18,400	.00	.00	.00	18,400.00	.0%
001402 7150SS	SMOKE EVACUATION SYS	5,750	5,750	.00	.00	.00	5,750.00	.0%
001402 729543	RIVER DISTRICT	50,000	50,000	.00	.00	.00	50,000.00	.0%
TOTAL CAPITAL OUTLAY		84,148	84,148	.00	.00	.00	84,148.00	.0%
TOTAL ECONOMIC DEV.		84,148	9,755,644	301,226.75	301,226.75	217,500.00	9,236,917.25	5.3%
001460 CAPITAL LEASES								
80 DEBT SERVICE								
001460 822306	MDB-CHURCH PROJ	22,000	22,000	3,593.86	1,796.93	.00	18,406.14	16.3%
001460 833306	MDB-CHURCH PROJ	3,000	3,000	677.73	280.84	.00	2,322.27	22.6%
001460 840100	LEASE ISSUES	3,000	3,000	3,000.00	.00	.00	.00	100.0%
001460 851500	BUILDING LEASE	101,000	101,000	.00	.00	.00	101,000.00	.0%
001460 851600	PUBLIC SAFETY COMPLE	230,000	230,000	230,000.00	.00	.00	.00	100.0%
001460 851900	ENERGY PERFORMANCE I	469,778	469,778	.00	.00	.00	469,778.00	.0%
001460 861500	BUILDING LEASE	4,636	4,636	.00	.00	.00	4,636.00	.0%
001460 861600	PUBLIC SAFETY COMPLE	178,700	178,700	90,559.71	.00	.00	88,140.29	50.7%
001460 861900	ENERGY PERFORMANCE I	133,089	133,089	.00	.00	.00	133,089.00	.0%
TOTAL DEBT SERVICE		1,145,203	1,145,203	327,831.30	2,077.77	.00	817,371.70	28.6%
TOTAL CAPITAL LEASES		1,145,203	1,145,203	327,831.30	2,077.77	.00	817,371.70	28.6%
001500 TRANSFERS								
90 TRANSFERS								
001500 900002	T/T PARKS & RECREATI	2,654,176	3,639,176	1,600,000.00	1,600,000.00	.00	2,039,176.00	44.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001500 900039	T/T AIRPORT IMPROVEM	250,000	250,000	250,000.00	250,000.00	.00	.00	100.0%
001500 900052	T/T 2019 TIF B&I-ELA	68,840	68,840	.00	.00	.00	68,840.00	.0%
001500 900073	T/T MASS TRANSIT OPE	445,000	445,000	445,000.00	445,000.00	.00	.00	100.0%
001500 900077	T/T COMMUNITY CENTER	850,000	1,046,000	850,000.00	850,000.00	.00	196,000.00	81.3%
001500 900082	T/T COMMUNITY DEVELO	36,000	36,000	36,000.00	36,000.00	.00	.00	100.0%
TOTAL TRANSFERS		4,304,016	5,485,016	3,181,000.00	3,181,000.00	.00	2,304,016.00	58.0%
TOTAL TRANSFERS		4,304,016	5,485,016	3,181,000.00	3,181,000.00	.00	2,304,016.00	58.0%
001551 AIRPORT DIV.								
50 SUPPLIES & EXPENSES								
001551 525000	GAS AND OIL	5,500	5,500	631.21	631.21	.00	4,868.79	11.5%
001551 525700	DIESEL FUEL	800	800	.00	.00	.00	800.00	.0%
001551 559000	OTHER OPERATING MATL	2,400	2,400	.00	.00	.00	2,400.00	.0%
001551 560000	BUILDING MATERIALS &	2,250	2,250	.00	.00	1,600.00	650.00	71.1%
001551 560500	ELECTRICAL SUPPLIES	4,000	4,000	.00	.00	2,291.30	1,708.70	57.3%
001551 561000	PLUMBING SUPPLIES	700	700	.00	.00	.00	700.00	.0%
001551 565000	PAINT AND PAINTING S	1,000	1,000	.00	.00	.00	1,000.00	.0%
001551 575500	AGRICLTRL REPAIR PTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL SUPPLIES & EXPENSES		17,650	17,650	631.21	631.21	3,891.30	13,127.49	25.6%
60 PROFESSIONAL SERVICE								
001551 604900	OTHER PROFESSIONAL S	9,500	9,500	.00	.00	.00	9,500.00	.0%
001551 630000	GAS	2,500	2,500	17.84	17.84	.00	2,482.16	.7%
001551 630500	ELECTRICITY	17,000	17,000	2,858.30	1,227.30	.00	14,141.70	16.8%
001551 635000	BUILDING R&M	5,500	5,000	.00	.00	.00	5,000.00	.0%
001551 638000	FIXED EQUIPMENT R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
001551 638700	AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001551 639400	DISINFECT./EXTERMINA	800	800	.00	.00	.00	800.00	.0%
001551 639900	OTHER REPAIRS AND MA	1,500	1,500	.00	.00	.00	1,500.00	.0%
001551 644900	OTHER RENT	750	750	.00	.00	.00	750.00	.0%
001551 684000	DUES AND MEMBERSHIPS	0	500	500.00	.00	.00	.00	100.0%
TOTAL PROFESSIONAL SERVICE		40,550	40,550	3,376.14	1,245.14	.00	37,173.86	8.3%
TOTAL AIRPORT DIV.		58,200	58,200	4,007.35	1,876.35	3,891.30	50,301.35	13.6%

EXPENSE REPORT

FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001553 CEMETERY DIV								
40 PERSONAL SERVICES								
001553 400000	REGULAR WAGES	578,500	568,180	76,007.40	39,031.10	.00	492,172.60	13.4%
001553 430000	OVERTIME	31,000	31,000	5,870.16	2,908.77	.00	25,129.84	18.9%
001553 460000	STATE RETIREMENT	109,200	107,350	14,246.72	7,297.56	.00	93,103.28	13.3%
001553 470000	F.I.C.A. TAXES	46,700	45,910	6,171.97	3,188.96	.00	39,738.03	13.4%
001553 480000	HOSPITALIZATION INS.	134,400	134,400	9,622.40	4,216.20	.00	124,777.60	7.2%
001553 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001553 491000	WORKMAN'S COMPENSATI	18,400	18,400	.00	.00	.00	18,400.00	.0%
TOTAL PERSONAL SERVICES		919,200	906,240	111,918.65	56,642.59	.00	794,321.35	12.3%
50 SUPPLIES & EXPENSES								
001553 500300	PAPER	200	200	.00	.00	.00	200.00	.0%
001553 500500	PRINTED FORMS	300	300	.00	.00	.00	300.00	.0%
001553 501000	OTHER EXPENDABLE OFF	1,600	1,600	530.19	330.83	226.43	843.38	47.3%
001553 502000	MINOR OFFICE EQUIP/F	900	900	263.38	.00	.00	636.62	29.3%
001553 510000	CLEANING/JANITORIAL	1,500	1,500	683.64	683.64	227.76	588.60	60.8%
001553 513000	CHEMICALS	1,500	1,500	.00	.00	.00	1,500.00	.0%
001553 525000	GAS AND OIL	16,000	16,000	2,849.32	2,849.32	.00	13,150.68	17.8%
001553 525700	DIESEL FUEL	14,000	14,000	3,039.41	2,975.45	.00	10,960.59	21.7%
001553 535500	WEARING APPAREL	2,000	2,000	.00	.00	.00	2,000.00	.0%
001553 540500	CONCRETE, CEMENT, ET	400	400	.00	.00	115.90	284.10	29.0%
001553 541500	SAND,CLAY,GRVL,FILL	4,000	4,000	650.00	.00	.00	3,350.00	16.3%
001553 544000	HORT./LANDSCAPING SP	5,000	5,000	643.84	.00	.00	4,356.16	12.9%
001553 545000	HAND TOOLS	800	800	.00	.00	.00	800.00	.0%
001553 546000	MINOR EQUIPMENT	4,300	4,300	129.98	129.98	.00	4,170.02	3.0%
001553 559000	OTHER OPERATING MATL	500	500	.00	.00	.00	500.00	.0%
001553 560000	BUILDING MATERIALS &	800	800	28.90	.00	21.95	749.15	6.4%
001553 560500	ELECTRICAL SUPPLIES	500	500	.00	.00	.00	500.00	.0%
001553 561000	PLUMBING SUPPLIES	500	500	.00	.00	.00	500.00	.0%
001553 570000	MTR VEHICLE REP. PTS	16,000	16,000	1,065.79	806.19	11.94	14,922.27	6.7%
001553 575000	COMMUNICATION REPAIR	100	100	.00	.00	.00	100.00	.0%
001553 575500	AGRICLTRL REPAIR PTS	10,000	10,000	507.74	161.94	.00	9,492.26	5.1%
001553 599000	OTHER REPAIR/MAINT.	200	200	.00	.00	102.79	97.21	51.4%
001553 599500	DISASTER REPAIR SUPP	1,250	1,250	.00	.00	.00	1,250.00	.0%

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FOR 2024 02

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL SUPPLIES & EXPENSES		82,350	82,350	10,392.19	7,937.35	706.77	71,251.04	13.5%
60 PROFESSIONAL SERVICE								
001553 604900	OTHER PROFESSIONAL S	3,800	3,800	1,810.81	880.27	.00	1,989.19	47.7%
001553 606000	TELEPHONE AND TELEGR	1,800	1,800	519.48	404.84	.00	1,280.52	28.9%
001553 611000	TRAVEL EXPENSE	900	900	.00	.00	598.00	302.00	66.4%
001553 612000	FREIGHT	575	575	.00	.00	.00	575.00	.0%
001553 630000	GAS	1,000	1,000	50.11	27.20	.00	949.89	5.0%
001553 630500	ELECTRICITY	7,126	7,126	2,493.29	491.31	.00	4,632.71	35.0%
001553 635000	BUILDING R&M	1,400	1,400	.00	.00	.00	1,400.00	.0%
001553 636000	STREETS & STRUCTURES	2,000	2,000	.00	.00	.00	2,000.00	.0%
001553 636500	OFFICE EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001553 638000	FIXED EQUIPMENT R&M	3,000	3,000	.00	.00	.00	3,000.00	.0%
001553 638400	MOTOR VEHICLE EQ. R&	19,000	19,000	628.56	268.56	.00	18,371.44	3.3%
001553 638600	CONSTRUCTION EQUIP R	9,500	9,500	.00	.00	.00	9,500.00	.0%
001553 638700	AGRICULTURAL EQ. R&M	700	700	.00	.00	53.00	647.00	7.6%
001553 639400	DISINFECT./EXTERMINA	1,000	1,000	40.00	.00	.00	960.00	4.0%
001553 639800	TOW IN CHARGES	550	550	375.00	375.00	.00	175.00	68.2%
001553 639900	OTHER REPAIRS AND MA	1,500	1,500	.00	.00	.00	1,500.00	.0%
001553 643000	UNIFORM RENT	3,500	3,500	1,229.16	.00	.00	2,270.84	35.1%
001553 643500	MOP-MAT-RAG RENT	1,350	1,350	258.56	.00	.00	1,091.44	19.2%
001553 681800	THEFT LOSS	10	10	.00	.00	.00	10.00	.0%
001553 684000	DUES AND MEMBERSHIPS	240	240	.00	.00	.00	240.00	.0%
001553 684500	REGISTRATION FEE/TUI	350	350	.00	.00	175.00	175.00	50.0%
TOTAL PROFESSIONAL SERVICE		60,301	60,301	7,404.97	2,447.18	826.00	52,070.03	13.6%
70 CAPITAL OUTLAY								
001553 700000	LAND	5,000	5,000	875.00	875.00	.00	4,125.00	17.5%
001553 704500	SITE IMPROVEMENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
001553 721200	FENCES/RAILINGS	10,000	10,000	.00	.00	.00	10,000.00	.0%
001553 723000	STREETS & ROADWAYS	15,000	15,000	.00	.00	.00	15,000.00	.0%
001553 725000	LANDSCAPING	4,000	4,000	.00	.00	.00	4,000.00	.0%
001553 732800	SOFTWARE	0	18,200	.00	.00	18,200.00	.00	100.0%
001553 733500	AGRICULTURAL EQUIPME	20,000	20,000	.00	.00	.00	20,000.00	.0%
001553 735500	COMMUNICATION EQUIPM	1,500	1,500	.00	.00	.00	1,500.00	.0%
TOTAL CAPITAL OUTLAY		60,500	78,700	875.00	875.00	18,200.00	59,625.00	24.2%
TOTAL CEMETERY DIV		1,122,351	1,127,591	130,590.81	67,902.12	19,732.77	977,267.42	13.3%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001560 PARKING OPER.								
40 PERSONAL SERVICES								
001560 400000	REGULAR WAGES	43,700	43,700	4,395.00	2,268.00	.00	39,305.00	10.1%
001560 430000	OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
001560 470000	F.I.C.A. TAXES	3,500	3,500	336.22	173.51	.00	3,163.78	9.6%
001560 490000	UNEMPLOYMENT BENEFIT	2,500	2,500	.00	.00	.00	2,500.00	.0%
001560 491000	WORKMAN'S COMPENSATI	3,000	3,000	.00	.00	.00	3,000.00	.0%
TOTAL PERSONAL SERVICES		53,700	53,700	4,731.22	2,441.51	.00	48,968.78	8.8%
50 SUPPLIES & EXPENSES								
001560 501000	OTHER EXPENDABLE OFF	400	400	.00	.00	.00	400.00	.0%
001560 502000	MINOR OFFICE EQUIP/F	400	400	.00	.00	.00	400.00	.0%
001560 525000	GAS AND OIL	250	250	.00	.00	.00	250.00	.0%
001560 565000	PAINT AND PAINTING S	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL SUPPLIES & EXPENSES		2,050	2,050	.00	.00	.00	2,050.00	.0%
60 PROFESSIONAL SERVICE								
001560 630500	ELECTRICITY	15,000	15,000	3,245.11	1,067.55	.00	11,754.89	21.6%
001560 635700	PLUMBING EQUIPMENT R	100	100	.00	.00	.00	100.00	.0%
001560 636500	OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
001560 638000	FIXED EQUIPMENT R&M	7,000	7,000	.00	.00	.00	7,000.00	.0%
001560 638400	MOTOR VEHICLE EQ. R&	500	500	.00	.00	.00	500.00	.0%
001560 639600	SIGN PAINTING	150	150	.00	.00	.00	150.00	.0%
001560 639900	OTHER REPAIRS AND MA	6,000	6,000	.00	.00	.00	6,000.00	.0%
001560 640200	PARKING GARAGE/LOT R	25,000	25,000	2,406.15	2,406.15	.00	22,593.85	9.6%
001560 644900	OTHER RENT	100	100	.00	.00	.00	100.00	.0%
TOTAL PROFESSIONAL SERVICE		54,350	54,350	5,651.26	3,473.70	.00	48,698.74	10.4%
TOTAL PARKING OPER.		110,100	110,100	10,382.48	5,915.21	.00	99,717.52	9.4%
TOTAL EXPENSES		63,076,990	76,839,667	11,255,952.95	7,329,047.51	1,468,019.44	64,115,694.68	
002 PARKS & RECREATION FUND								

EXPENSE REPORT

FOR 2024 02

002 PARKS & RECREATION FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002300 PKS/REC-RECREATION MAINT. DIV.								
40 PERSONAL SERVICES								
002300 400000	REGULAR WAGES	1,238,750	1,238,750	156,673.76	76,734.54	.00	1,082,076.24	12.6%
002300 430000	OVERTIME	40,000	40,000	10,835.36	4,186.30	.00	29,164.64	27.1%
002300 460000	STATE RETIREMENT	215,000	215,000	29,146.62	14,080.25	.00	185,853.38	13.6%
002300 470000	F.I.C.A. TAXES	96,447	96,447	12,602.84	6,056.44	.00	83,844.16	13.1%
002300 480000	HOSPITALIZATION INS.	277,200	277,200	30,363.12	15,949.90	.00	246,836.88	11.0%
002300 490000	UNEMPLOYMENT BENEFIT	6,000	6,000	.00	.00	.00	6,000.00	.0%
002300 491000	WORKMAN'S COMPENSATI	33,000	33,000	.00	.00	.00	33,000.00	.0%
TOTAL PERSONAL SERVICES		1,906,397	1,906,397	239,621.70	117,007.43	.00	1,666,775.30	12.6%
50 SUPPLIES & EXPENSES								
002300 501000	OTHER EXPENDABLE OFF	3,300	3,300	.00	.00	380.00	2,920.00	11.5%
002300 502000	MINOR OFFICE EQUIP/F	2,000	2,000	.00	.00	.00	2,000.00	.0%
002300 510000	CLEANING/JANITORIAL	21,000	21,000	4,341.18	2,316.88	2,641.87	14,016.95	33.3%
002300 513000	CHEMICALS	21,000	21,000	9,027.36	8,432.16	1,248.04	10,724.60	48.9%
002300 525000	GAS AND OIL	56,000	56,000	22,406.93	22,406.93	.00	33,593.07	40.0%
002300 525500	LUBRICANTS	6,000	6,000	735.24	668.16	12.00	5,252.76	12.5%
002300 525700	DIESEL FUEL	1,000	1,000	635.93	635.93	.00	364.07	63.6%
002300 535500	WEARING APPAREL	3,000	3,000	568.00	568.00	2,116.25	315.75	89.5%
002300 540500	CONCRETE, CEMENT, ET	1,000	1,000	.00	.00	.00	1,000.00	.0%
002300 541500	SAND,CLAY,GRVL,FILL	10,000	10,000	1,286.67	1,286.67	.00	8,713.33	12.9%
002300 544000	HORT./LANDSCAPING SP	42,000	42,000	26,403.70	24,648.70	1,346.75	14,249.55	66.1%
002300 546000	MINOR EQUIPMENT	5,300	5,300	1,352.68	1,352.68	707.98	3,239.34	38.9%
002300 551000	RECREATIONAL SUPPLIE	35,000	35,000	9,885.99	9,290.00	10,120.76	14,993.25	57.2%
002300 559000	OTHER OPERATING MATL	6,000	6,000	954.20	.00	351.30	4,694.50	21.8%
002300 560000	BUILDING MATERIALS &	19,500	19,500	78.75	37.50	.00	19,421.25	.4%
002300 560500	ELECTRICAL SUPPLIES	17,000	17,000	264.08	68.73	2,000.00	14,735.92	13.3%
002300 561000	PLUMBING SUPPLIES	7,000	7,000	5,010.56	.00	1,426.81	562.63	92.0%
002300 562000	STRUCTURAL STEEL & I	500	500	.00	.00	.00	500.00	.0%
002300 565000	PAINT AND PAINTING S	24,000	24,000	4,330.94	4,096.00	769.00	18,900.06	21.2%
002300 570000	MTR VEHICLE REP. PTS	30,000	30,000	6,439.41	6,033.24	7,486.80	16,073.79	46.4%
002300 575000	COMMUNICATION REPAIR	1,700	1,700	.00	.00	.00	1,700.00	.0%
002300 575500	AGRICLTRL REPAIR PTS	30,000	30,000	9,324.87	4,381.30	874.40	19,800.73	34.0%
002300 599000	OTHER REPAIR/MAINT.	1,500	1,500	.00	.00	.00	1,500.00	.0%
TOTAL SUPPLIES & EXPENSES		343,800	343,800	103,046.49	86,222.88	31,481.96	209,271.55	39.1%

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002 PARKS & RECREATION FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PROFESSIONAL SERVICE								
002300 602000	CONSULTANT SERV/SURV	21,904	92,904	.00	.00	.00	92,904.00	.0%
002300 604900	OTHER PROFESSIONAL S	26,947	26,947	4,320.00	.00	1,975.00	20,652.00	23.4%
002300 606000	TELEPHONE AND TELEGR	5,000	5,000	226.00	113.36	.00	4,774.00	4.5%
002300 611000	TRAVEL EXPENSE	450	450	.00	.00	.00	450.00	.0%
002300 612000	FREIGHT	7,778	7,778	709.59	289.59	3,187.50	3,880.91	50.1%
002300 615000	ADVERTISING	750	750	.00	.00	.00	750.00	.0%
002300 630500	ELECTRICITY	13,800	13,800	2,095.77	687.73	.00	11,704.23	15.2%
002300 635000	BUILDING R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
002300 635500	ELECTRICAL R&M	35,000	35,000	14,769.33	5,017.23	.00	20,230.67	42.2%
002300 635700	PLUMBING EQUIPMENT R	12,000	12,000	1,978.87	1,092.62	.00	10,021.13	16.5%
002300 636000	STREETS & STRUCTURES	120,000	120,000	.00	.00	.00	120,000.00	.0%
002300 638000	FIXED EQUIPMENT R&M	21,000	21,000	.00	.00	2,897.19	18,102.81	13.8%
002300 638400	MOTOR VEHICLE EQ. R&	16,000	16,000	2,396.55	788.50	2,047.64	11,555.81	27.8%
002300 638700	AGRICULTURAL EQ. R&M	18,500	18,500	5,101.31	2,908.14	2,967.31	10,431.38	43.6%
002300 639000	COMMUNICATION EQ. R&	1,500	1,500	.00	.00	.00	1,500.00	.0%
002300 639400	DISINFECT./EXTERMINA	1,800	1,800	48.00	.00	200.00	1,552.00	13.8%
002300 639600	SIGN PAINTING	9,500	9,500	360.64	360.64	1,008.89	8,130.47	14.4%
002300 639800	TOW IN CHARGES	1,250	1,250	.00	.00	.00	1,250.00	.0%
002300 639900	OTHER REPAIRS AND MA	1,500	1,500	.00	.00	.00	1,500.00	.0%
002300 642000	MACHINERY RENT	850	850	.00	.00	.00	850.00	.0%
002300 643000	UNIFORM RENT	8,000	8,000	2,592.72	1,888.69	.00	5,407.28	32.4%
002300 644900	OTHER RENT	39,850	48,864	15,441.35	2,958.15	6,794.00	26,628.65	45.5%
002300 684500	REGISTRATION FEE/TUI	1,800	1,800	.00	.00	.00	1,800.00	.0%
002300 687000	CUSTODIAL SERVICE	4,560	4,560	989.48	466.00	5,126.00	-1,555.48	134.1%
002300 699900	SERVICES NOT SPECIFI	207,240	207,240	118,660.70	113,515.70	7,254.87	81,324.43	60.8%
TOTAL PROFESSIONAL SERVICE		581,979	661,993	169,690.31	130,086.35	33,458.40	458,844.29	30.7%
70 CAPITAL OUTLAY								
002300 729515	PLAYGROUND IMPROVEME	0	40,000	.00	.00	.00	40,000.00	.0%
002300 729518	DAHMER PARK	0	115,000	.00	.00	.00	115,000.00	.0%
002300 729549	TATUM PARK/DIXIE YOU	0	15,000	.00	.00	.00	15,000.00	.0%
002300 729599	MISC.OTHER IMPROVEME	0	178,000	.00	.00	.00	178,000.00	.0%
002300 733500	AGRICULTURAL EQUIPME	0	240,000	.00	.00	.00	240,000.00	.0%
002300 739900	OTHER EQUIPMENT	0	34,000	.00	.00	.00	34,000.00	.0%
002300 742000	PICK UP TRUCKS	0	100,000	.00	.00	.00	100,000.00	.0%
002300 745000	SPECIAL TRUCKS	0	150,000	.00	.00	27,134.20	122,865.80	18.1%

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002 PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL CAPITAL OUTLAY	0	872,000	.00	.00	27,134.20	844,865.80	3.1%
TOTAL PKS/REC-RECREATION MAINT. D	2,832,176	3,784,190	512,358.50	333,316.66	92,074.56	3,179,756.94	16.0%
002315 PKS/REC-REC.ADMIN/COM.REL.							
40 PERSONAL SERVICES							
002315 400000 REGULAR WAGES	484,300	499,900	23,581.53	11,790.77	.00	476,318.47	4.7%
002315 430000 OVERTIME	6,000	6,000	.00	.00	.00	6,000.00	.0%
002315 460000 STATE RETIREMENT	53,000	55,800	4,103.16	2,051.58	.00	51,696.84	7.4%
002315 470000 F.I.C.A. TAXES	37,600	38,800	1,794.13	897.06	.00	37,005.87	4.6%
002315 480000 HOSPITALIZATION INS.	50,400	50,400	3,604.56	1,804.20	.00	46,795.44	7.2%
002315 490000 UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 491000 WORKMAN'S COMPENSATI	16,000	16,000	.00	.00	.00	16,000.00	.0%
TOTAL PERSONAL SERVICES	648,300	667,900	33,083.38	16,543.61	.00	634,816.62	5.0%
50 SUPPLIES & EXPENSES							
002315 500300 PAPER	500	500	102.36	.00	.00	397.64	20.5%
002315 500500 PRINTED FORMS	300	300	.00	.00	.00	300.00	.0%
002315 501000 OTHER EXPENDABLE OFF	1,300	1,300	.00	.00	.00	1,300.00	.0%
002315 508000 COMPUTER SUPPLIES	1,500	1,500	.00	.00	.00	1,500.00	.0%
002315 511500 FOOD	500	500	.00	.00	.00	500.00	.0%
002315 512000 MEDICAL SUPPLIES	200	200	149.79	.00	.00	50.21	74.9%
002315 513000 CHEMICALS	14,000	14,000	1,050.00	.00	.00	12,950.00	7.5%
002315 515500 SERVE-SAFE SUPPLIES	100	100	.00	.00	.00	100.00	.0%
002315 525000 GAS AND OIL	2,500	2,500	52.81	52.81	.00	2,447.19	2.1%
002315 535500 WEARING APPAREL	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 540500 CONCRETE, CEMENT, ET	200	200	.00	.00	.00	200.00	.0%
002315 546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
002315 551000 RECREATIONAL SUPPLIE	49,000	59,840	1,447.26	1,133.11	13,581.75	44,810.99	25.1%
002315 551001 RECREATIONAL SUPP-AR	5,000	5,000	74.90	.00	945.00	3,980.10	20.4%
002315 560000 BUILDING MATERIALS &	500	500	.00	.00	.00	500.00	.0%
002315 560001 BLDG MATERIALS & SPL	6,660	6,660	.00	.00	.00	6,660.00	.0%
002315 565000 PAINT AND PAINTING S	200	200	.00	.00	.00	200.00	.0%
002315 570000 MTR VEHICLE REP. PTS	3,000	3,000	991.20	495.60	.00	2,008.80	33.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL SUPPLIES & EXPENSES		86,960	97,800	3,868.32	1,681.52	14,526.75	79,404.93	18.8%
60 PROFESSIONAL SERVICE								
002315 603200	CONTRACTUAL PROGRAMS	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 603400	OFFICIALS	44,000	44,000	4,610.00	2,570.00	.00	39,390.00	10.5%
002315 604900	OTHER PROFESSIONAL S	175,000	175,000	10,622.50	2,750.00	.00	164,377.50	6.1%
002315 604919	OTH PROF SERV-ART CE	10,000	10,000	912.50	212.50	.00	9,087.50	9.1%
002315 604920	OTH PROF SERV-HHS TH	15,000	15,000	.00	.00	.00	15,000.00	.0%
002315 606000	TELEPHONE AND TELEGR	2,000	2,000	113.00	56.68	.00	1,887.00	5.7%
002315 611000	TRAVEL EXPENSE	4,600	4,600	.00	.00	.00	4,600.00	.0%
002315 612000	FREIGHT	200	200	.00	.00	.00	200.00	.0%
002315 613000	MESSENGER/EXPRESS SE	200	200	.00	.00	.00	200.00	.0%
002315 615000	ADVERTISING	500	500	.00	.00	89.95	410.05	18.0%
002315 615200	ADVERTISING-SPEC. EV	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 615400	ADVERTISING-SENIOR F	1,500	1,500	.00	.00	.00	1,500.00	.0%
002315 620000	PRINTING	200	200	.00	.00	.00	200.00	.0%
002315 630000	GAS	4,000	4,000	74.54	20.00	.00	3,925.46	1.9%
002315 630500	ELECTRICITY	190,000	190,000	59,888.92	19,652.69	.00	130,111.08	31.5%
002315 635000	BUILDING R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 638400	MOTOR VEHICLE EQ. R&	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 638800	RECREATIONAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 639400	DISINFECT./EXTERMINA	2,000	2,000	291.00	70.00	.00	1,709.00	14.6%
002315 639600	SIGN PAINTING	400	400	.00	.00	.00	400.00	.0%
002315 639800	TOW IN CHARGES	500	500	.00	.00	.00	500.00	.0%
002315 683000	PROP.TAX COLL. FEES	7,000	7,000	686.44	347.02	.00	6,313.56	9.8%
002315 683100	PROP.TAX COLL. FEES.	8,000	8,000	1.98	1.88	.00	7,998.02	.0%
002315 683200	BANK SERV/TRF FEE	200	200	.00	.00	.00	200.00	.0%
002315 684000	DUES AND MEMBERSHIPS	1,500	1,500	507.08	491.04	.00	992.92	33.8%
002315 684500	REGISTRATION FEE/TUI	2,000	2,000	.00	.00	.00	2,000.00	.0%
TOTAL PROFESSIONAL SERVICE		473,800	473,800	77,707.96	26,171.81	89.95	396,002.09	16.4%
TOTAL PKS/REC-REC.ADMIN/COM.REL.		1,209,060	1,239,500	114,659.66	44,396.94	14,616.70	1,110,223.64	10.4%
002500 PARKS & RECREATION TRANSFERS								
90 TRANSFERS								
002500 900086	T/T SPECIAL SALES TA	450,000	450,000	450,000.00	450,000.00	.00	.00	100.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL TRANSFERS		450,000	450,000	450,000.00	450,000.00	.00	.00	100.0%
TOTAL PARKS & RECREATION TRANSFER		450,000	450,000	450,000.00	450,000.00	.00	.00	100.0%
TOTAL EXPENSES		4,491,236	5,473,690	1,077,018.16	827,713.60	106,691.26	4,289,980.58	
004 LIBRARY FUND								
004369 LIBRARY FUND EXPENDITURES								
60 PROFESSIONAL SERVICE								
004369 683000	PROP.TAX COLL. FEES	0	0	657.69	326.77	.00	-657.69	100.0%
004369 683100	PROP.TAX COLL. FEES.	0	0	1.94	1.84	.00	-1.94	100.0%
TOTAL PROFESSIONAL SERVICE		0	0	659.63	328.61	.00	-659.63	100.0%
TOTAL LIBRARY FUND EXPENDITURES		0	0	659.63	328.61	.00	-659.63	100.0%
TOTAL EXPENSES		0	0	659.63	328.61	.00	-659.63	
005 HATT.MUNICIPAL FIRE PROTECTION								
005160 H.M.F.P.FUND-FIRE DIVISION								
50 SUPPLIES & EXPENSES								
005160 535500	WEARING APPAREL	55,000	55,000	.00	.00	.00	55,000.00	.0%
005160 546200	MINOR FIRE FIGHTING	5,000	5,000	.00	.00	.00	5,000.00	.0%
005160 570000	MTR VEHICLE REP. PTS	6,000	6,000	.00	.00	.00	6,000.00	.0%
005160 575000	COMMUNICATION REPAIR	3,500	3,500	.00	.00	.00	3,500.00	.0%
TOTAL SUPPLIES & EXPENSES		69,500	69,500	.00	.00	.00	69,500.00	.0%
60 PROFESSIONAL SERVICE								
005160 638400	MOTOR VEHICLE EQ. R&	50,000	50,000	.00	.00	.00	50,000.00	.0%

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005 HATT.MUNICIPAL FIRE PROTECTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
005160 684500 REGISTRATION FEE/TUI	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL PROFESSIONAL SERVICE	55,000	55,000	.00	.00	.00	55,000.00	.0%
70 CAPITAL OUTLAY							
005160 710020 FIRE STATIONS	10,000	10,000	1,950.00	.00	.00	8,050.00	19.5%
005160 729500 OTHER IMPROVEMENTS	0	100,000	68,874.05	68,874.05	.00	31,125.95	68.9%
005160 731500 FIRE FIGHTING	50,000	68,800	.00	.00	18,772.65	50,027.35	27.3%
005160 735500 COMMUNICATION EQUIPM	15,000	15,000	.00	.00	.00	15,000.00	.0%
005160 739900 OTHER EQUIPMENT	0	60,000	.00	.00	.00	60,000.00	.0%
005160 742000 PICK UP TRUCKS	0	94,800	.00	.00	51,753.95	43,046.05	54.6%
005160 743500 FIRE TRUCKS	0	685,000	.00	.00	684,159.55	840.45	99.9%
TOTAL CAPITAL OUTLAY	75,000	1,033,600	70,824.05	68,874.05	754,686.15	208,089.80	79.9%
TOTAL H.M.F.P.FUND-FIRE DIVISION	199,500	1,158,100	70,824.05	68,874.05	754,686.15	332,589.80	71.3%
005460 H.M.F.P.FUND-CAPITAL LEASES							
80 DEBT SERVICE							
005460 852800 FIRE TRUCKS LEASE-'1	67,850	67,850	5,580.24	5,580.24	.00	62,269.76	8.2%
005460 862800 FIRE TRUCKS LEASE-'1	2,190	2,190	256.33	256.33	.00	1,933.67	11.7%
TOTAL DEBT SERVICE	70,040	70,040	5,836.57	5,836.57	.00	64,203.43	8.3%
TOTAL H.M.F.P.FUND-CAPITAL LEASES	70,040	70,040	5,836.57	5,836.57	.00	64,203.43	8.3%
TOTAL EXPENSES	269,540	1,228,140	76,660.62	74,710.62	754,686.15	396,793.23	
008 SPECIAL STREET IMPR.FUND							
008201 SPEC.ST.IMPR-STREET DIV.							
60 PROFESSIONAL SERVICE							
008201 636000 STREETS & STRUCTURES	444,800	444,800	.00	.00	.00	444,800.00	.0%

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008 SPECIAL STREET IMPR.FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICE	444,800	444,800	.00	.00	.00	444,800.00	.0%
TOTAL SPEC.ST.IMPR-STREET DIV.	444,800	444,800	.00	.00	.00	444,800.00	.0%
TOTAL EXPENSES	444,800	444,800	.00	.00	.00	444,800.00	
009 WATER & SEWER OPERATION/MAINT.							
009660 W&S O&M-CUSTOMER ACCT. DIV.							
40 PERSONAL SERVICES							
009660 400000 REGULAR WAGES	629,200	665,400	85,299.31	43,229.01	.00	580,100.69	12.8%
009660 430000 OVERTIME	6,000	6,000	995.06	586.97	.00	5,004.94	16.6%
009660 460000 STATE RETIREMENT	108,200	114,700	15,015.23	7,623.99	.00	99,684.77	13.1%
009660 470000 F.I.C.A. TAXES	48,600	51,400	6,415.51	3,258.47	.00	44,984.49	12.5%
009660 480000 HOSPITALIZATION INS.	134,400	134,400	16,821.92	8,720.30	.00	117,578.08	12.5%
009660 490000 UNEMPLOYMENT BENEFIT	1,200	1,200	.00	.00	.00	1,200.00	.0%
009660 491000 WORKMAN'S COMPENSATI	4,120	4,120	.00	.00	.00	4,120.00	.0%
TOTAL PERSONAL SERVICES	931,720	977,220	124,547.03	63,418.74	.00	852,672.97	12.7%
50 SUPPLIES & EXPENSES							
009660 500300 PAPER	3,000	3,000	.00	.00	159.20	2,840.80	5.3%
009660 501000 OTHER EXPENDABLE OFF	6,000	6,000	702.26	295.80	930.25	4,367.49	27.2%
009660 502000 MINOR OFFICE EQUIP/F	26,000	26,000	.00	.00	7,654.31	18,345.69	29.4%
009660 510000 CLEANING/JANITORIAL	1,500	1,500	.00	.00	1,111.34	388.66	74.1%
009660 525000 GAS AND OIL	18,000	18,000	3,232.15	3,232.15	.00	14,767.85	18.0%
009660 545000 HAND TOOLS	3,000	3,000	.00	.00	.00	3,000.00	.0%
009660 546000 MINOR EQUIPMENT	4,000	4,000	190.80	190.80	244.45	3,564.75	10.9%
009660 546700 METER LOCKS	5,000	5,000	.00	.00	.00	5,000.00	.0%
009660 559000 OTHER OPERATING MATL	1,500	1,500	.00	.00	.00	1,500.00	.0%
009660 560500 ELECTRICAL SUPPLIES	800	800	.00	.00	.00	800.00	.0%
009660 570000 MTR VEHICLE REP. PTS	5,000	5,000	1,643.26	1,283.36	152.71	3,204.03	35.9%
009660 599000 OTHER REPAIR/MAINT.	500	500	.00	.00	298.80	201.20	59.8%
TOTAL SUPPLIES & EXPENSES	74,300	74,300	5,768.47	5,002.11	10,551.06	57,980.47	22.0%
60 PROFESSIONAL SERVICE							

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009 WATER & SEWER OPERATION/MAINT.		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009660 601000	AUDITING AND ACCOUNT	25,000	25,000	.00	.00	.00	25,000.00	.0%
009660 604900	OTHER PROFESSIONAL S	294,300	294,300	73,962.04	72,760.54	.00	220,337.96	25.1%
009660 606000	TELEPHONE AND TELEGR	12,000	12,000	428.03	214.22	.00	11,571.97	3.6%
009660 607000	POSTAGE	94,000	94,000	12,663.93	7,297.14	.00	81,336.07	13.5%
009660 612000	FREIGHT	500	500	.00	.00	40.70	459.30	8.1%
009660 620000	PRINTING	30,000	30,000	5,668.41	3,716.36	.00	24,331.59	18.9%
009660 630000	GAS	1,200	1,200	70.24	48.79	.00	1,129.76	5.9%
009660 630500	ELECTRICITY	6,000	6,000	1,333.36	571.07	.00	4,666.64	22.2%
009660 635000	BUILDING R&M	2,000	2,000	687.50	.00	.00	1,312.50	34.4%
009660 636500	OFFICE EQUIPMENT R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%
009660 638000	FIXED EQUIPMENT R&M	800	800	.00	.00	.00	800.00	.0%
009660 638400	MOTOR VEHICLE EQ. R&	11,000	11,000	1,334.76	537.00	4,416.65	5,248.59	52.3%
009660 639000	COMMUNICATION EQ. R&	1,000	1,000	.00	.00	.00	1,000.00	.0%
009660 639400	DISINFECT./EXTERMINA	900	900	.00	.00	.00	900.00	.0%
009660 639900	OTHER REPAIRS AND MA	300	300	.00	.00	.00	300.00	.0%
009660 643000	UNIFORM RENT	3,000	3,000	307.29	102.43	.00	2,692.71	10.2%
009660 684500	REGISTRATION FEE/TUI	1,100	1,100	.00	.00	.00	1,100.00	.0%
009660 687000	CUSTODIAL SERVICE	7,300	7,300	1,130.04	282.04	550.00	5,619.96	23.0%
009660 699900	SERVICES NOT SPECIFI	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL PROFESSIONAL SERVICE		497,900	497,900	97,585.60	85,529.59	5,007.35	395,307.05	20.6%
70 CAPITAL OUTLAY								
009660 742000	PICK UP TRUCKS	30,000	30,000	.00	.00	.00	30,000.00	.0%
TOTAL CAPITAL OUTLAY		30,000	30,000	.00	.00	.00	30,000.00	.0%
TOTAL W&S O&M-CUSTOMER ACCT. DIV.		1,533,920	1,579,420	227,901.10	153,950.44	15,558.41	1,335,960.49	15.4%
009672 W&S O&M-WATER TRANSMISSION DIV								
40 PERSONAL SERVICES								
009672 400000	REGULAR WAGES	707,520	707,520	106,190.57	54,242.32	.00	601,329.43	15.0%
009672 430000	OVERTIME	45,000	45,000	8,487.42	5,668.86	.00	36,512.58	18.9%
009672 460000	STATE RETIREMENT	134,750	134,750	19,953.98	10,424.55	.00	114,796.02	14.8%
009672 470000	F.I.C.A. TAXES	57,580	57,580	8,612.41	4,513.89	.00	48,967.59	15.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009672 480000	HOSPITALIZATION INS.	142,800	142,800	19,824.44	9,622.40	.00	122,975.56	13.9%
009672 490000	UNEMPLOYMENT BENEFIT	4,000	4,000	.00	.00	.00	4,000.00	.0%
009672 491000	WORKMAN'S COMPENSATI	16,170	16,170	.00	.00	.00	16,170.00	.0%
TOTAL PERSONAL SERVICES		1,107,820	1,107,820	163,068.82	84,472.02	.00	944,751.18	14.7%
50 SUPPLIES & EXPENSES								
009672 525000	GAS AND OIL	45,000	45,000	11,873.26	11,873.26	.00	33,126.74	26.4%
009672 525700	DIESEL FUEL	4,000	4,000	361.61	361.61	.00	3,638.39	9.0%
009672 535500	WEARING APPAREL	5,000	5,000	1,756.36	1,756.36	.00	3,243.64	35.1%
009672 540000	ASPHALT & ASPHALT PR	20,000	20,000	.00	.00	4,875.00	15,125.00	24.4%
009672 540500	CONCRETE, CEMENT, ET	2,000	2,000	.00	.00	.00	2,000.00	.0%
009672 541000	BRICK,STONE,MORTAR,E	1,000	1,000	.00	.00	.00	1,000.00	.0%
009672 541500	SAND,CLAY,GRVL,FILL	10,000	10,000	7,924.45	608.83	1,211.22	864.33	91.4%
009672 545000	HAND TOOLS	7,000	7,000	19.95	19.95	.00	6,980.05	.3%
009672 546000	MINOR EQUIPMENT	3,000	3,000	1,513.06	1,513.06	.00	1,486.94	50.4%
009672 548500	METER PARTS	2,000	2,000	.00	.00	.00	2,000.00	.0%
009672 559000	OTHER OPERATING MATL	2,000	2,000	.00	.00	.00	2,000.00	.0%
009672 561000	PLUMBING SUPPLIES	980,000	1,070,000	196,190.20	29,135.25	597,925.71	275,884.09	74.2%
009672 565000	PAINT AND PAINTING S	1,500	1,500	.00	.00	.00	1,500.00	.0%
009672 570000	MTR VEHICLE REP. PTS	30,000	30,000	8,962.15	6,774.24	5,166.87	15,870.98	47.1%
009672 599000	OTHER REPAIR/MAINT.	8,000	8,000	.00	.00	.00	8,000.00	.0%
TOTAL SUPPLIES & EXPENSES		1,120,500	1,210,500	228,601.04	52,042.56	609,178.80	372,720.16	69.2%
60 PROFESSIONAL SERVICE								
009672 604900	OTHER PROFESSIONAL S	100,000	100,000	27,684.69	21,111.29	.00	72,315.31	27.7%
009672 636000	STREETS & STRUCTURES	2,100,000	2,100,000	874,653.21	335,534.68	.00	1,225,346.79	41.7%
009672 638400	MOTOR VEHICLE EQ. R&	15,000	15,000	7,981.17	6,728.67	2,771.00	4,247.83	71.7%
009672 638600	CONSTRUCTION EQUIP R	10,000	10,000	287.35	287.35	.00	9,712.65	2.9%
009672 639800	TOW IN CHARGES	1,000	1,000	515.00	515.00	.00	485.00	51.5%
009672 639900	OTHER REPAIRS AND MA	1,800	1,800	.00	.00	.00	1,800.00	.0%
009672 642000	MACHINERY RENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
009672 643000	UNIFORM RENT	5,000	5,000	2,068.51	818.60	.00	2,931.49	41.4%
009672 644900	OTHER RENT	3,000	3,000	.00	.00	.00	3,000.00	.0%
TOTAL PROFESSIONAL SERVICE		2,237,300	2,237,300	913,189.93	364,995.59	2,771.00	1,321,339.07	40.9%
70 CAPITAL OUTLAY								
009672 739900	OTHER EQUIPMENT	60,000	60,000	18,000.00	18,000.00	.00	42,000.00	30.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009672 742000	PICK UP TRUCKS	80,000	80,000	.00	.00	.00	80,000.00	.0%
TOTAL CAPITAL OUTLAY		140,000	140,000	18,000.00	18,000.00	.00	122,000.00	12.9%
TOTAL W&S O&M-WATER TRANSMISSION		4,605,620	4,695,620	1,322,859.79	519,510.17	611,949.80	2,760,810.41	41.2%
009673 W&S O&M-WATER PLANT DIVISION								
40 PERSONAL SERVICES								
009673 400000	REGULAR WAGES	439,880	439,880	59,225.14	30,313.32	.00	380,654.86	13.5%
009673 430000	OVERTIME	35,000	35,000	9,146.81	4,726.86	.00	25,853.19	26.1%
009673 460000	STATE RETIREMENT	85,100	85,100	11,896.75	6,097.02	.00	73,203.25	14.0%
009673 470000	F.I.C.A. TAXES	36,400	36,400	5,139.33	2,635.00	.00	31,260.67	14.1%
009673 480000	HOSPITALIZATION INS.	100,800	100,800	13,216.72	6,615.40	.00	87,583.28	13.1%
009673 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
009673 491000	WORKMAN'S COMPENSATI	8,490	8,490	.00	.00	.00	8,490.00	.0%
TOTAL PERSONAL SERVICES		706,670	706,670	98,624.75	50,387.60	.00	608,045.25	14.0%
50 SUPPLIES & EXPENSES								
009673 500300	PAPER	300	300	233.16	233.16	.00	66.84	77.7%
009673 500500	PRINTED FORMS	2,500	2,500	.00	.00	.00	2,500.00	.0%
009673 501000	OTHER EXPENDABLE OFF	3,000	3,000	311.44	311.44	.00	2,688.56	10.4%
009673 502000	MINOR OFFICE EQUIP/F	100	100	.00	.00	.00	100.00	.0%
009673 508000	COMPUTER SUPPLIES	500	500	.00	.00	.00	500.00	.0%
009673 510000	CLEANING/JANITORIAL	2,500	2,500	.00	.00	.00	2,500.00	.0%
009673 512000	MEDICAL SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
009673 513000	CHEMICALS	450,000	462,100	44,025.00	9,460.00	33,310.00	384,765.00	16.7%
009673 525000	GAS AND OIL	7,000	7,000	3,292.29	3,292.29	.00	3,707.71	47.0%
009673 525700	DIESEL FUEL	7,000	7,000	752.52	752.52	.00	6,247.48	10.8%
009673 526000	OTHER FUEL	500	500	.00	.00	.00	500.00	.0%
009673 535500	WEARING APPAREL	100	100	.00	.00	.00	100.00	.0%
009673 545000	HAND TOOLS	500	500	.00	.00	.00	500.00	.0%
009673 546000	MINOR EQUIPMENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
009673 549500	PUMPING EQUIPMENT PA	15,000	15,000	.00	.00	.00	15,000.00	.0%
009673 559000	OTHER OPERATING MATL	5,000	5,000	.00	.00	112.00	4,888.00	2.2%
009673 560000	BUILDING MATERIALS &	5,000	5,000	.00	.00	.00	5,000.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009673 560500	ELECTRICAL SUPPLIES	7,000	7,000	.00	.00	.00	7,000.00	.0%
009673 561000	PLUMBING SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
009673 565000	PAINT AND PAINTING S	2,000	2,000	.00	.00	.00	2,000.00	.0%
009673 570000	MTR VEHICLE REP. PTS	10,000	10,000	2,204.77	1,284.37	262.32	7,532.91	24.7%
009673 570500	GENERATOR REP. PTS/S	7,000	7,000	.00	.00	.00	7,000.00	.0%
009673 575000	COMMUNICATION REPAIR	3,000	3,000	.00	.00	.00	3,000.00	.0%
009673 599000	OTHER REPAIR/MAINT.	8,000	8,000	.00	.00	3,245.73	4,754.27	40.6%
TOTAL SUPPLIES & EXPENSES		542,000	554,100	50,819.18	15,333.78	36,930.05	466,350.77	15.8%
60 PROFESSIONAL SERVICE								
009673 604900	OTHER PROFESSIONAL S	483,940	483,940	105,567.87	5,860.25	.00	378,372.13	21.8%
009673 606000	TELEPHONE AND TELEGR	3,000	3,000	1,786.38	1,786.38	.00	1,213.62	59.5%
009673 607000	POSTAGE	2,500	2,500	.00	.00	.00	2,500.00	.0%
009673 611000	TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
009673 612000	FREIGHT	1,000	1,000	128.00	.00	29.75	842.25	15.8%
009673 630000	GAS	4,000	4,000	.00	.00	.00	4,000.00	.0%
009673 630500	ELECTRICITY	710,000	710,000	154,541.84	68,055.61	.00	555,458.16	21.8%
009673 635000	BUILDING R&M	80,000	80,000	.00	.00	.00	80,000.00	.0%
009673 635500	ELECTRICAL R&M	35,000	35,000	.00	.00	.00	35,000.00	.0%
009673 635700	PLUMBING EQUIPMENT R	1,000	1,000	.00	.00	.00	1,000.00	.0%
009673 638200	MINOR EQUIPMENT R&M	4,000	4,000	.00	.00	.00	4,000.00	.0%
009673 638300	GENERATOR R&M	75,000	84,100	8,675.00	.00	9,100.00	66,325.00	21.1%
009673 638400	MOTOR VEHICLE EQ. R&	5,000	5,000	262.00	12.00	10.00	4,728.00	5.4%
009673 638700	AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
009673 639000	COMMUNICATION EQ. R&	1,000	1,000	.00	.00	.00	1,000.00	.0%
009673 639400	DISINFECT./EXTERMINA	1,000	1,000	50.00	.00	.00	950.00	5.0%
009673 639900	OTHER REPAIRS AND MA	11,000	11,000	.00	.00	333.19	10,666.81	3.0%
009673 643000	UNIFORM RENT	3,000	3,000	.00	.00	.00	3,000.00	.0%
009673 643500	MOP-MAT-RAG RENT	1,000	1,000	329.32	164.66	.00	670.68	32.9%
009673 644900	OTHER RENT	6,000	6,000	.00	.00	.00	6,000.00	.0%
009673 684000	DUES AND MEMBERSHIPS	1,000	1,000	.00	.00	.00	1,000.00	.0%
009673 684500	REGISTRATION FEE/TUI	2,000	2,000	1,315.00	.00	.00	685.00	65.8%
009673 687000	CUSTODIAL SERVICE	6,560	6,560	943.74	466.00	5,126.00	490.26	92.5%
009673 699900	SERVICES NOT SPECIFI	2,000	2,000	.00	.00	.00	2,000.00	.0%
TOTAL PROFESSIONAL SERVICE		1,442,000	1,451,100	273,599.15	76,344.90	14,598.94	1,162,901.91	19.9%
TOTAL W&S O&M-WATER PLANT DIVISIO		2,690,670	2,711,870	423,043.08	142,066.28	51,528.99	2,237,297.93	17.5%
009676 W&S O&M-SEWER DIVISION								
40 PERSONAL SERVICES								

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009676 400000	REGULAR WAGES	271,400	271,400	33,003.37	17,211.65	.00	238,396.63	12.2%
009676 430000	OVERTIME	30,000	30,000	7,821.80	3,961.58	.00	22,178.20	26.1%
009676 460000	STATE RETIREMENT	54,000	54,000	7,103.58	3,684.14	.00	46,896.42	13.2%
009676 470000	F.I.C.A. TAXES	23,100	23,100	3,078.03	1,597.21	.00	20,021.97	13.3%
009676 480000	HOSPITALIZATION INS.	75,600	75,600	7,209.12	3,608.40	.00	68,390.88	9.5%
009676 490000	UNEMPLOYMENT BENEFIT	2,000	2,000	.00	.00	.00	2,000.00	.0%
009676 491000	WORKMAN'S COMPENSATI	15,900	15,900	.00	.00	.00	15,900.00	.0%
TOTAL PERSONAL SERVICES		472,000	472,000	58,215.90	30,062.98	.00	413,784.10	12.3%
50 SUPPLIES & EXPENSES								
009676 513000	CHEMICALS	165,000	165,000	47,966.75	25,854.00	.00	117,033.25	29.1%
009676 525000	GAS AND OIL	10,000	10,000	728.33	728.33	.00	9,271.67	7.3%
009676 525700	DIESEL FUEL	15,000	15,000	1,003.00	1,003.00	.00	13,997.00	6.7%
009676 535500	WEARING APPAREL	3,000	3,000	.00	.00	.00	3,000.00	.0%
009676 540000	ASPHALT & ASPHALT PR	20,000	20,000	.00	.00	.00	20,000.00	.0%
009676 540500	CONCRETE, CEMENT, ET	1,000	1,000	.00	.00	.00	1,000.00	.0%
009676 541500	SAND,CLAY,GRVL,FILL	20,000	20,000	.00	.00	.00	20,000.00	.0%
009676 544000	HORT./LANDSCAPING SP	500	500	.00	.00	.00	500.00	.0%
009676 545000	HAND TOOLS	6,500	6,500	649.20	.00	164.55	5,686.25	12.5%
009676 546000	MINOR EQUIPMENT	5,000	5,000	3,499.15	3,149.15	.00	1,500.85	70.0%
009676 549500	PUMPING EQUIPMENT PA	100	100	.00	.00	.00	100.00	.0%
009676 559000	OTHER OPERATING MATL	7,000	7,000	.00	.00	.00	7,000.00	.0%
009676 560000	BUILDING MATERIALS &	2,000	2,000	.00	.00	.00	2,000.00	.0%
009676 560500	ELECTRICAL SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
009676 561000	PLUMBING SUPPLIES	30,000	62,100	1,315.21	28.25	1,939.25	58,845.54	5.2%
009676 565000	PAINT AND PAINTING S	500	500	.00	.00	.00	500.00	.0%
009676 570000	MTR VEHICLE REP. PTS	25,000	25,000	624.90	416.32	1,488.66	22,886.44	8.5%
009676 599000	OTHER REPAIR/MAINT.	2,000	2,000	.00	.00	.00	2,000.00	.0%
009676 599500	DISASTER REPAIR SUPP	15,000	15,000	.00	.00	.00	15,000.00	.0%
TOTAL SUPPLIES & EXPENSES		330,100	362,200	55,786.54	31,179.05	3,592.46	302,821.00	16.4%
60 PROFESSIONAL SERVICE								
009676 604900	OTHER PROFESSIONAL S	32,000	31,300	2,433.56	2,433.56	.00	28,866.44	7.8%
009676 606000	TELEPHONE AND TELEGR	0	700	94.21	94.21	.00	605.79	13.5%
009676 611000	TRAVEL EXPENSE	1,200	1,200	.00	.00	.00	1,200.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009676 612000	FREIGHT	600	600	.00	.00	.00	600.00	.0%
009676 630000	GAS	200	200	.00	.00	.00	200.00	.0%
009676 630500	ELECTRICITY	100,000	100,000	13,988.07	6,503.41	.00	86,011.93	14.0%
009676 635500	ELECTRICAL R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
009676 636000	STREETS & STRUCTURES	2,345,000	2,345,000	1,067,807.11	409,396.86	.00	1,277,192.89	45.5%
009676 638000	FIXED EQUIPMENT R&M	2,000	65,600	.00	.00	.00	65,600.00	.0%
009676 638200	MINOR EQUIPMENT R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%
009676 638400	MOTOR VEHICLE EQ. R&	35,000	35,000	10,766.15	617.50	1,947.35	22,286.50	36.3%
009676 638600	CONSTRUCTION EQUIP R	20,000	20,000	1,650.74	1,533.21	.00	18,349.26	8.3%
009676 639000	COMMUNICATION EQ. R&	2,000	2,000	.00	.00	.00	2,000.00	.0%
009676 639800	TOW IN CHARGES	2,000	2,000	70.00	.00	.00	1,930.00	3.5%
009676 642000	MACHINERY RENT	7,500	7,500	.00	.00	.00	7,500.00	.0%
009676 643000	UNIFORM RENT	3,500	3,500	.00	.00	.00	3,500.00	.0%
009676 684500	REGISTRATION FEE/TUI	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL PROFESSIONAL SERVICE		2,559,500	2,623,100	1,096,809.84	420,578.75	1,947.35	1,524,342.81	41.9%
TOTAL W&S O&M-SEWER DIVISION		3,361,600	3,457,300	1,210,812.28	481,820.78	5,539.81	2,240,947.91	35.2%
009677 W&S O&M-SEWER LAGOON DIV.								
40 PERSONAL SERVICES								
009677 400000	REGULAR WAGES	250,400	250,400	36,701.12	19,168.60	.00	213,698.88	14.7%
009677 430000	OVERTIME	25,000	25,000	10,661.14	6,229.39	.00	14,338.86	42.6%
009677 460000	STATE RETIREMENT	49,300	49,300	8,241.03	4,419.25	.00	41,058.97	16.7%
009677 470000	F.I.C.A. TAXES	21,100	21,100	3,539.10	1,900.88	.00	17,560.90	16.8%
009677 480000	HOSPITALIZATION INS.	50,400	50,400	7,209.12	3,608.40	.00	43,190.88	14.3%
009677 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
009677 491000	WORKMAN'S COMPENSATI	5,870	5,870	.00	.00	.00	5,870.00	.0%
TOTAL PERSONAL SERVICES		403,070	403,070	66,351.51	35,326.52	.00	336,718.49	16.5%
50 SUPPLIES & EXPENSES								
009677 513000	CHEMICALS	160,000	160,000	48,810.00	28,760.00	4,540.00	106,650.00	33.3%
009677 525000	GAS AND OIL	10,000	10,000	1,230.92	1,230.92	.00	8,769.08	12.3%
009677 525500	LUBRICANTS	4,000	4,000	.00	.00	.00	4,000.00	.0%
009677 525700	DIESEL FUEL	5,000	5,000	218.93	218.93	.00	4,781.07	4.4%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009677 535500	WEARING APPAREL	500	500	.00	.00	.00	500.00	.0%
009677 545000	HAND TOOLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
009677 546000	MINOR EQUIPMENT	65,000	65,000	3,640.25	.00	.00	61,359.75	5.6%
009677 549500	PUMPING EQUIPMENT PA	80,000	80,000	.00	.00	.00	80,000.00	.0%
009677 559000	OTHER OPERATING MATL	4,000	4,000	.00	.00	.00	4,000.00	.0%
009677 560500	ELECTRICAL SUPPLIES	25,000	25,000	.00	.00	.00	25,000.00	.0%
009677 561000	PLUMBING SUPPLIES	16,720	16,720	.00	.00	.00	16,720.00	.0%
009677 570000	MTR VEHICLE REP. PTS	6,000	6,000	.00	.00	.00	6,000.00	.0%
TOTAL SUPPLIES & EXPENSES		377,220	377,220	53,900.10	30,209.85	4,540.00	318,779.90	15.5%
60 PROFESSIONAL SERVICE								
009677 602000	CONSULTANT SERV/SURV	13,000	13,000	.00	.00	.00	13,000.00	.0%
009677 602500	LEGAL	187,000	187,000	2,789.00	2,789.00	.00	184,211.00	1.5%
009677 604900	OTHER PROFESSIONAL S	85,000	85,000	3,272.00	.00	.00	81,728.00	3.8%
009677 611000	TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
009677 612000	FREIGHT	500	500	.00	.00	25.00	475.00	5.0%
009677 630500	ELECTRICITY	770,000	770,000	106,247.98	53,343.18	.00	663,752.02	13.8%
009677 635500	ELECTRICAL R&M	24,000	24,000	.00	.00	.00	24,000.00	.0%
009677 638000	FIXED EQUIPMENT R&M	1,270,000	1,270,000	300,253.44	138,726.63	1,638.21	968,108.35	23.8%
009677 638400	MOTOR VEHICLE EQ. R&	4,000	4,000	.00	.00	.00	4,000.00	.0%
009677 639400	DISINFECT./EXTERMINA	600	600	.00	.00	.00	600.00	.0%
009677 639800	TOW IN CHARGES	300	300	.00	.00	.00	300.00	.0%
009677 639900	OTHER REPAIRS AND MA	1,000	1,000	.00	.00	.00	1,000.00	.0%
009677 643000	UNIFORM RENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
009677 684000	DUES AND MEMBERSHIPS	1,000	1,000	.00	.00	.00	1,000.00	.0%
009677 684500	REGISTRATION FEE/TUI	1,000	1,000	.00	.00	.00	1,000.00	.0%
009677 699900	SERVICES NOT SPECIFI	13,000	13,000	.00	.00	.00	13,000.00	.0%
TOTAL PROFESSIONAL SERVICE		2,374,400	2,374,400	412,562.42	194,858.81	1,663.21	1,960,174.37	17.4%
TOTAL W&S O&M-SEWER LAGOON DIV.		3,154,690	3,154,690	532,814.03	260,395.18	6,203.21	2,615,672.76	17.1%
TOTAL EXPENSES		15,346,500	15,598,900	3,717,430.28	1,557,742.85	690,780.22	11,190,689.50	
010 WATER & SEWER B & I								
010451 W&S B&I-REVENUE OBLIGATIONS								
80 DEBT SERVICE								
010451 800000	GENERAL ISSUES-PRINC	585,000	585,000	.00	.00	.00	585,000.00	.0%

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010 WATER & SEWER B & I		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010451 801000	REVENUE ISSUES-PRINC	4,950,000	4,950,000	3,202,000.00	3,202,000.00	.00	1,748,000.00	64.7%
010451 810000	GENERAL ISSUES-INTER	58,850	58,850	.00	.00	.00	58,850.00	.0%
010451 811000	REVENUE ISSUES-INTER	860,000	860,000	322,724.78	313,124.78	.00	537,275.22	37.5%
010451 840000	GENERAL ISSUES	8,000	8,000	.00	.00	.00	8,000.00	.0%
010451 841000	REVENUE ISSUES	7,000	7,000	.00	.00	.00	7,000.00	.0%
TOTAL DEBT SERVICE		6,468,850	6,468,850	3,524,724.78	3,515,124.78	.00	2,944,125.22	54.5%
TOTAL W&S B&I-REVENUE OBLIGATIONS		6,468,850	6,468,850	3,524,724.78	3,515,124.78	.00	2,944,125.22	54.5%
TOTAL EXPENSES		6,468,850	6,468,850	3,524,724.78	3,515,124.78	.00	2,944,125.22	
011 WATER & SEWER FUND								
011451 WATER & SEWER-REV.OBLIGATN								
80 DEBT SERVICE								
011451 841000	REVENUE ISSUES	11,500	11,500	.00	.00	.00	11,500.00	.0%
TOTAL DEBT SERVICE		11,500	11,500	.00	.00	.00	11,500.00	.0%
TOTAL WATER & SEWER-REV.OBLIGATN		11,500	11,500	.00	.00	.00	11,500.00	.0%
011500 WATER & SEWER-TRANSFERS								
90 TRANSFERS								
011500 900001	T/T GENERAL FUND	824,000	824,000	.00	.00	.00	824,000.00	.0%
011500 900009	T/T WATER & SEWER O&	15,000,000	15,000,000	2,500,000.00	1,250,000.00	.00	12,500,000.00	16.7%
011500 900017	T/T WATER & SEWER CO	50,000	50,000	.00	.00	.00	50,000.00	.0%
011500 90001B	T/T WATER & SEWER B&	660,000	660,000	.00	.00	.00	660,000.00	.0%
011500 90001C	T/T WATER & SEWER B&	1,350,000	1,350,000	.00	.00	.00	1,350,000.00	.0%
011500 900021	T/T 21 REFUNDING	4,000,000	4,000,000	666,666.00	333,333.00	.00	3,333,334.00	16.7%
011500 900075	T/T W & S CONSTRUCTI	5,600,000	5,600,000	733,035.50	650,115.33	.00	4,866,964.50	13.1%
011500 9000B	T/T WATER & SEWER B&I	0	0	110,000.00	55,000.00	.00	-110,000.00	100.0%
011500 9000C	T/T WATER & SEWER B&I	0	0	225,000.00	112,500.00	.00	-225,000.00	100.0%
011500 9000GO	T/T 2010 W&S GO BOND	255,000	255,000	42,500.00	21,250.00	.00	212,500.00	16.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
011500 9000M T/T W&SB&I (METER GO)	390,000	390,000	65,000.00	32,500.00	.00	325,000.00	16.7%
TOTAL TRANSFERS	28,129,000	28,129,000	4,342,201.50	2,454,698.33	.00	23,786,798.50	15.4%
TOTAL WATER & SEWER-TRANSFERS	28,129,000	28,129,000	4,342,201.50	2,454,698.33	.00	23,786,798.50	15.4%
011660 WATER & SEWER-CUST.ACCT.DIV.							
60 PROFESSIONAL SERVICE							
011660 641000 OFFICE EQUIPMENT REN	1,000	1,000	.00	.00	.00	1,000.00	.0%
011660 683200 BANK SERV/TRF FEE	3,500	3,500	666.64	310.85	.00	2,833.36	19.0%
011660 6835WT WATER RELATED REFUND	60,000	60,000	2,749.16	.00	.00	57,250.84	4.6%
011660 683800 BANK NSF FEES	1,500	1,500	.00	.00	.00	1,500.00	.0%
011660 683900 OTHER INCOME EXPENSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL PROFESSIONAL SERVICE	71,000	71,000	3,415.80	310.85	.00	67,584.20	4.8%
TOTAL WATER & SEWER-CUST.ACCT.DIV	71,000	71,000	3,415.80	310.85	.00	67,584.20	4.8%
TOTAL EXPENSES	28,211,500	28,211,500	4,345,617.30	2,455,009.18	.00	23,865,882.70	
012 2019 TIF B&I-PLANET FITNESS							
012452 TIF B&I-PLANET FIT-GEN OBLIGA							
80 DEBT SERVICE							
012452 802000 IND/ECON DEV ISSUES-	40,108	40,108	.00	.00	.00	40,108.00	.0%
012452 812000 IND/ECON DEV ISSUES-	17,189	17,189	.00	.00	.00	17,189.00	.0%
TOTAL DEBT SERVICE	57,297	57,297	.00	.00	.00	57,297.00	.0%
TOTAL TIF B&I-PLANET FIT-GEN OBLI	57,297	57,297	.00	.00	.00	57,297.00	.0%
TOTAL EXPENSES	57,297	57,297	.00	.00	.00	57,297.00	
013 CITY B & I							
013450 CITY B&I-GENERAL OBLIGATIONS							

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013 CITY B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PROFESSIONAL SERVICE							
013450 683000 PROP.TAX COLL. FEES	12,000	12,000	1,717.92	868.47	.00	10,282.08	14.3%
013450 683100 PROP.TAX COLL. FEES.	18,000	18,000	4.97	4.71	.00	17,995.03	.0%
TOTAL PROFESSIONAL SERVICE	30,000	30,000	1,722.89	873.18	.00	28,277.11	5.7%
80 DEBT SERVICE							
013450 800000 GENERAL ISSUES-PRINC	605,000	605,000	.00	.00	.00	605,000.00	.0%
013450 802100 5 YEAR NOTE PRINCIPA	843,863	843,863	843,863.00	843,863.00	.00	.00	100.0%
013450 810000 GENERAL ISSUES-INTER	1,965,260	1,965,260	.00	.00	.00	1,965,260.00	.0%
013450 812100 5 YEAR NOTE INTEREST	23,499	23,499	15,631.38	15,631.38	.00	7,867.62	66.5%
013450 840000 GENERAL ISSUES	20,000	20,000	.00	.00	.00	20,000.00	.0%
TOTAL DEBT SERVICE	3,457,622	3,457,622	859,494.38	859,494.38	.00	2,598,127.62	24.9%
TOTAL CITY B&I-GENERAL OBLIGATION	3,487,622	3,487,622	861,217.27	860,367.56	.00	2,626,404.73	24.7%
TOTAL EXPENSES	3,487,622	3,487,622	861,217.27	860,367.56	.00	2,626,404.73	
014 SCHOOL FUND							
014599 SCHOOL FUND-MISC.CHARGES							
60 PROFESSIONAL SERVICE							
014599 683000 PROP.TAX COLL. FEES	0	0	15,209.68	7,666.27	.00	-15,209.68	100.0%
014599 683100 PROP.TAX COLL. FEES.	0	0	12.69	9.47	.00	-12.69	100.0%
TOTAL PROFESSIONAL SERVICE	0	0	15,222.37	7,675.74	.00	-15,222.37	100.0%
TOTAL SCHOOL FUND-MISC.CHARGES	0	0	15,222.37	7,675.74	.00	-15,222.37	100.0%
TOTAL EXPENSES	0	0	15,222.37	7,675.74	.00	-15,222.37	
017 SUPP. ENVIRONMENTAL PROJECT							
017695 SUPP. ENVIRONMENTAL PROJECT							
60 PROFESSIONAL SERVICE							

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017 SUPP. ENVIRONMENTAL PROJECT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
017695 699900 SERVICES NOT SPECIFI	170,800	170,800	.00	.00	.00	170,800.00	.0%
TOTAL PROFESSIONAL SERVICE	170,800	170,800	.00	.00	.00	170,800.00	.0%
TOTAL SUPP. ENVIRONMENTAL PROJECT	170,800	170,800	.00	.00	.00	170,800.00	.0%
TOTAL EXPENSES	170,800	170,800	.00	.00	.00	170,800.00	
018 POLICE & FIREMAN DIS. & RELIEF							
018701 P&FD&R-TRUST AND AGENCY							
60 PROFESSIONAL SERVICE							
018701 682500 PENSION EXPENSE	0	0	59,089.14	6,718.66	.00	-59,089.14	100.0%
018701 683000 PROP.TAX COLL. FEES	0	0	756.59	410.78	.00	-756.59	100.0%
018701 683100 PROP.TAX COLL. FEES.	0	0	2.01	1.91	.00	-2.01	100.0%
TOTAL PROFESSIONAL SERVICE	0	0	59,847.74	7,131.35	.00	-59,847.74	100.0%
TOTAL P&FD&R-TRUST AND AGENCY	0	0	59,847.74	7,131.35	.00	-59,847.74	100.0%
TOTAL EXPENSES	0	0	59,847.74	7,131.35	.00	-59,847.74	
019 POLICE FORFEITURES FUND							
019100 POL.FORFEITURES-POLICE DIV.							
50 SUPPLIES & EXPENSES							
019100 559000 OTHER OPERATING MATL	0	62,066	.00	.00	.00	62,066.00	.0%
TOTAL SUPPLIES & EXPENSES	0	62,066	.00	.00	.00	62,066.00	.0%
60 PROFESSIONAL SERVICE							
019100 604900 OTHER PROFESSIONAL S	0	30,000	.00	.00	3,600.00	26,400.00	12.0%

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019 POLICE FORFEITURES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICE	0	30,000	.00	.00	3,600.00	26,400.00	12.0%
70 CAPITAL OUTLAY							
019100 739900 OTHER EQUIPMENT	0	100,000	.00	.00	.00	100,000.00	.0%
TOTAL CAPITAL OUTLAY	0	100,000	.00	.00	.00	100,000.00	.0%
TOTAL POL.FORFEITURES-POLICE DIV.	0	192,066	.00	.00	3,600.00	188,466.00	1.9%
TOTAL EXPENSES	0	192,066	.00	.00	3,600.00	188,466.00	
020 2002 TIF B&I-SOUTHERN POINTE							
020452 2002 TIF B&I-S/P GEN OBLIGA							
80 DEBT SERVICE							
020452 802000 IND/ECON DEV ISSUES-	185,000	185,000	.00	.00	.00	185,000.00	.0%
020452 812000 IND/ECON DEV ISSUES-	56,625	56,625	.00	.00	.00	56,625.00	.0%
020452 842000 IND/ECON DEV ISSUES	2,000	2,000	.00	.00	.00	2,000.00	.0%
TOTAL DEBT SERVICE	243,625	243,625	.00	.00	.00	243,625.00	.0%
TOTAL 2002 TIF B&I-S/P GEN OBLIGA	243,625	243,625	.00	.00	.00	243,625.00	.0%
TOTAL EXPENSES	243,625	243,625	.00	.00	.00	243,625.00	
022 2003 TIF B&I-CHAUVET SQUARE							
022452 2003 TIF B&I-C/S GEN OBLIGA							
80 DEBT SERVICE							
022452 802000 IND/ECON DEV ISSUES-	160,000	160,000	.00	.00	.00	160,000.00	.0%

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022 2003 TIF B&I-CHAUVET SQUARE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
022452 812000 IND/ECON DEV ISSUES-	31,050	31,050	.00	.00	.00	31,050.00	.0%
022452 842000 IND/ECON DEV ISSUES	2,500	2,500	.00	.00	.00	2,500.00	.0%
TOTAL DEBT SERVICE	193,550	193,550	.00	.00	.00	193,550.00	.0%
TOTAL 2003 TIF B&I-C/S GEN OBLIGA	193,550	193,550	.00	.00	.00	193,550.00	.0%
TOTAL EXPENSES	193,550	193,550	.00	.00	.00	193,550.00	
023 2006 TIF B&I-TURTLE CROSSING							
023452 2007 TIF B&I-T/C GEN OBLIGA							
80 DEBT SERVICE							
023452 802000 IND/ECON DEV ISSUES-	110,000	110,000	.00	.00	.00	110,000.00	.0%
023452 812000 IND/ECON DEV ISSUES-	27,865	27,865	.00	.00	.00	27,865.00	.0%
023452 842000 IND/ECON DEV ISSUES	2,500	2,500	.00	.00	.00	2,500.00	.0%
TOTAL DEBT SERVICE	140,365	140,365	.00	.00	.00	140,365.00	.0%
TOTAL 2007 TIF B&I-T/C GEN OBLIGA	140,365	140,365	.00	.00	.00	140,365.00	.0%
TOTAL EXPENSES	140,365	140,365	.00	.00	.00	140,365.00	
026 2016 TIF B&I-WHISPERING PINES							
026452 2016 TIF B&I-WHISP PINES EXPEN							
80 DEBT SERVICE							
026452 802000 IND/ECON DEV ISSUES-	197,000	197,000	.00	.00	.00	197,000.00	.0%
026452 812000 IND/ECON DEV ISSUES-	82,503	82,503	.00	.00	.00	82,503.00	.0%
026452 842000 IND/ECON DEV ISSUES	2,000	2,000	.00	.00	.00	2,000.00	.0%
TOTAL DEBT SERVICE	281,503	281,503	.00	.00	.00	281,503.00	.0%
TOTAL 2016 TIF B&I-WHISP PINES EX	281,503	281,503	.00	.00	.00	281,503.00	.0%
TOTAL EXPENSES	281,503	281,503	.00	.00	.00	281,503.00	

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027 TAX COLLECTOR'S FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
027 TAX COLLECTOR'S FUND							
027500 TAX COLLECTOR'S-TRANSFERS							
90 TRANSFERS							
027500 900001 T/T GENERAL FUND	0	0	295,074.11	150,505.32	.00	-295,074.11	100.0%
027500 900002 T/T PARKS & RECREATI	0	0	14,198.22	7,263.39	.00	-14,198.22	100.0%
027500 900004 T/T LIBRARY	0	0	13,611.60	6,850.34	.00	-13,611.60	100.0%
027500 900013 T/T CITY B & I	0	0	35,533.34	18,177.80	.00	-35,533.34	100.0%
027500 900014 T/T SCHOOL FUND	0	0	278,094.27	140,951.25	.00	-278,094.27	100.0%
027500 900018 T/T POL/FIRE DIS./RE	0	0	15,608.05	8,543.48	.00	-15,608.05	100.0%
027500 900073 T/T MASS TRANSIT OPE	0	0	3,587.33	1,835.17	.00	-3,587.33	100.0%
027500 9000EB T/T GENERAL FD-EXCES	0	0	67,166.44	.00	.00	-67,166.44	100.0%
027500 9000IP T/T GENERAL FD-INT/P	0	0	36,936.67	15,480.59	.00	-36,936.67	100.0%
027500 9000SB T/T SCHOOL-1988 SCH.	0	0	36,187.73	17,983.54	.00	-36,187.73	100.0%
TOTAL TRANSFERS	0	0	795,997.76	367,590.88	.00	-795,997.76	100.0%
TOTAL TAX COLLECTOR'S-TRANSFERS	0	0	795,997.76	367,590.88	.00	-795,997.76	100.0%
TOTAL EXPENSES	0	0	795,997.76	367,590.88	.00	-795,997.76	
028 2016 TIF B&I-HBRG CLINIC MIDTN							
028452 2016 TIF B&I-HBRG CLINIC MIDTN							
80 DEBT SERVICE							
028452 802000 IND/ECON DEV ISSUES-	55,000	55,000	55,000.00	55,000.00	.00	.00	100.0%
028452 812000 IND/ECON DEV ISSUES-	20,486	20,486	20,485.12	20,485.12	.00	.88	100.0%
TOTAL DEBT SERVICE	75,486	75,486	75,485.12	75,485.12	.00	.88	100.0%
TOTAL 2016 TIF B&I-HBRG CLINIC MI	75,486	75,486	75,485.12	75,485.12	.00	.88	100.0%
TOTAL EXPENSES	75,486	75,486	75,485.12	75,485.12	.00	.88	
039 AIRPORT IMPROVEMENT FUND							
039551 AIRPORT IMPR.-AIRPORT DIV							

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039 AIRPORT IMPROVEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PROFESSIONAL SERVICE							
039551 601500 ENGINEERING	50,000	50,000	1,819.11	1,819.11	.00	48,180.89	3.6%
TOTAL PROFESSIONAL SERVICE	50,000	50,000	1,819.11	1,819.11	.00	48,180.89	3.6%
70 CAPITAL OUTLAY							
039551 729502 AIRPORT IMP-FAA	3,150,000	3,150,000	14,346.85	8,198.20	.00	3,135,653.15	.5%
039551 729599 MISC.OTHER IMPROVEME	119,860	119,860	.00	.00	.00	119,860.00	.0%
TOTAL CAPITAL OUTLAY	3,269,860	3,269,860	14,346.85	8,198.20	.00	3,255,513.15	.4%
TOTAL AIRPORT IMPR.-AIRPORT DIV	3,319,860	3,319,860	16,165.96	10,017.31	.00	3,303,694.04	.5%
TOTAL EXPENSES	3,319,860	3,319,860	16,165.96	10,017.31	.00	3,303,694.04	
050 2015A TIF B&I-RIDGE/TURTLE CRK							
050452 2015A TIF B&I-RIDGE/TURTLE CRK							
80 DEBT SERVICE							
050452 802000 IND/ECON DEV ISSUES-	79,000	79,000	79,000.00	.00	.00	.00	100.0%
050452 812000 IND/ECON DEV ISSUES-	40,178	40,178	21,175.00	.00	.00	19,003.00	52.7%
050452 842000 IND/ECON DEV ISSUES	2,000	2,000	.00	.00	.00	2,000.00	.0%
TOTAL DEBT SERVICE	121,178	121,178	100,175.00	.00	.00	21,003.00	82.7%
TOTAL 2015A TIF B&I-RIDGE/TURTLE	121,178	121,178	100,175.00	.00	.00	21,003.00	82.7%
TOTAL EXPENSES	121,178	121,178	100,175.00	.00	.00	21,003.00	
051 2015B TIF B&I-MIDTOWN MARKET							
051452 2015B TIF B&I-MIDTOWN MARKET							
80 DEBT SERVICE							

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051 2015B TIF B&I-MIDTOWN MARKET	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
051452 802000 IND/ECON DEV ISSUES-	14,000	14,000	14,000.00	.00	.00	.00	100.0%
051452 812000 IND/ECON DEV ISSUES-	6,930	6,930	3,657.50	.00	.00	3,272.50	52.8%
051452 842000 IND/ECON DEV ISSUES	2,000	2,000	.00	.00	.00	2,000.00	.0%
TOTAL DEBT SERVICE	22,930	22,930	17,657.50	.00	.00	5,272.50	77.0%
TOTAL 2015B TIF B&I-MIDTOWN MARKE	22,930	22,930	17,657.50	.00	.00	5,272.50	77.0%
TOTAL EXPENSES	22,930	22,930	17,657.50	.00	.00	5,272.50	
052 2019 TIF B&I-ELAM ARMS MIDTOWN							
052452 2019 TIF B&I ELAM ARMS MIDTOWN							
80 DEBT SERVICE							
052452 802000 IND/ECON DEV ISSUES-	179,000	179,000	179,000.00	.00	.00	.00	100.0%
052452 812000 IND/ECON DEV ISSUES-	112,797	112,797	112,797.00	.00	.00	.00	100.0%
052452 842000 IND/ECON DEV ISSUES	2,500	2,500	2,000.00	.00	.00	500.00	80.0%
TOTAL DEBT SERVICE	294,297	294,297	293,797.00	.00	.00	500.00	99.8%
TOTAL 2019 TIF B&I ELAM ARMS MIDT	294,297	294,297	293,797.00	.00	.00	500.00	99.8%
TOTAL EXPENSES	294,297	294,297	293,797.00	.00	.00	500.00	
072 MUNICIPAL ROAD & BRIDGE							
072201 MUN.ROAD&BRIDGE-STREET DIV							
60 PROFESSIONAL SERVICE							
072201 601500 ENGINEERING	120,000	115,000	28,151.85	28,151.85	.00	86,848.15	24.5%
072201 601501 ENGINEERING-I&I STUD	60,000	60,000	.00	.00	.00	60,000.00	.0%
072201 601502 ENGINEERING-MIDTOWN	0	5,000	1,462.60	1,462.60	.00	3,537.40	29.3%
072201 636000 STREETS & STRUCTURES	1,240,000	1,252,950	16,672.68	.00	12,943.28	1,223,334.04	2.4%
TOTAL PROFESSIONAL SERVICE	1,420,000	1,432,950	46,287.13	29,614.45	12,943.28	1,373,719.59	4.1%

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072 MUNICIPAL ROAD & BRIDGE		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70 CAPITAL OUTLAY								
072201 722522	GORDONS CREEK COMMON	0	250,000	.00	.00	.00	250,000.00	.0%
072201 723003	SBF '23 MIDTOWN STRE	0	1,750,000	.00	.00	.00	1,750,000.00	.0%
072201 723025	CTRY.CLUB RD. INTERS	0	2,465	2,464.57	2,464.57	.00	.00	100.0%
072201 723099	OTHER STREET IMPR.	0	2,062,808	1,000.00	500.00	15,545.00	2,046,263.43	.8%
072201 729552	MIDTOWN STREETSCAPES	0	4,000,000	61,594.33	61,594.33	68,601.95	3,869,803.72	3.3%
TOTAL CAPITAL OUTLAY		0	8,065,273	65,058.90	64,558.90	84,146.95	7,916,067.15	1.8%
TOTAL MUN.ROAD&BRIDGE-STREET DIV		1,420,000	9,498,223	111,346.03	94,173.35	97,090.23	9,289,786.74	2.2%
TOTAL EXPENSES		1,420,000	9,498,223	111,346.03	94,173.35	97,090.23	9,289,786.74	
073 MASS TRANSIT FUND								
073570 MASS TRANSIT-TRANSPORTATION								
40 PERSONAL SERVICES								
073570 400000	REGULAR WAGES	985,000	989,160	106,708.60	55,991.60	.00	882,451.40	10.8%
073570 430000	OVERTIME	65,000	65,000	28,093.38	13,407.95	.00	36,906.62	43.2%
073570 460000	STATE RETIREMENT	188,000	188,750	22,525.43	11,145.41	.00	166,224.57	11.9%
073570 470000	F.I.C.A. TAXES	80,400	80,730	10,136.14	5,220.27	.00	70,593.86	12.6%
073570 480000	HOSPITALIZATION INS.	201,600	201,600	19,525.02	9,923.10	.00	182,074.98	9.7%
073570 490000	UNEMPLOYMENT BENEFIT	6,500	6,500	.00	.00	.00	6,500.00	.0%
073570 491000	WORKMAN'S COMPENSATI	18,000	18,000	.00	.00	.00	18,000.00	.0%
TOTAL PERSONAL SERVICES		1,544,500	1,549,740	186,988.57	95,688.33	.00	1,362,751.43	12.1%
50 SUPPLIES & EXPENSES								
073570 500300	PAPER	500	500	.00	.00	.00	500.00	.0%
073570 500500	PRINTED FORMS	100	100	.00	.00	.00	100.00	.0%
073570 501000	OTHER EXPENDABLE OFF	1,500	1,500	.00	.00	.00	1,500.00	.0%
073570 502000	MINOR OFFICE EQUIP/F	5,000	5,000	.00	.00	.00	5,000.00	.0%
073570 505000	SUBSCRIPTIONS,MAGS,M	200	200	.00	.00	.00	200.00	.0%

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073 MASS TRANSIT FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
073570 508000	COMPUTER SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
073570 510000	CLEANING/JANITORIAL	3,000	3,000	.00	.00	.00	3,000.00	.0%
073570 511100	SUPPLIES - COVID 19	5,710	5,710	1,526.73	1,526.73	.00	4,183.27	26.7%
073570 511500	FOOD	200	200	.00	.00	.00	200.00	.0%
073570 513000	CHEMICALS	100	100	.00	.00	.00	100.00	.0%
073570 525000	GAS AND OIL	13,000	73,000	15,447.93	15,447.93	1,011.88	56,540.19	22.5%
073570 525500	LUBRICANTS	1,000	1,000	.00	.00	549.00	451.00	54.9%
073570 525700	DIESEL FUEL	114,000	54,000	10,806.12	10,806.12	.00	43,193.88	20.0%
073570 526000	OTHER FUEL	300	300	.00	.00	.00	300.00	.0%
073570 535500	WEARING APPAREL	2,000	2,000	.00	.00	.00	2,000.00	.0%
073570 540500	CONCRETE, CEMENT, ET	100	100	.00	.00	.00	100.00	.0%
073570 545000	HAND TOOLS	6,000	6,000	143.75	.00	.00	5,856.25	2.4%
073570 546000	MINOR EQUIPMENT	6,000	6,000	474.99	.00	.00	5,525.01	7.9%
073570 559000	OTHER OPERATING MATL	700	700	.00	.00	376.44	323.56	53.8%
073570 560000	BUILDING MATERIALS &	1,000	1,000	.00	.00	.00	1,000.00	.0%
073570 560500	ELECTRICAL SUPPLIES	500	500	75.96	.00	.00	424.04	15.2%
073570 561000	PLUMBING SUPPLIES	500	500	.00	.00	.00	500.00	.0%
073570 565000	PAINT AND PAINTING S	500	500	.00	.00	.00	500.00	.0%
073570 570000	MTR VEHICLE REP. PTS	2,500	2,500	.00	.00	2,226.80	273.20	89.1%
073570 571001	REPAIR PARTS - FIXED	60,000	60,000	499.70	432.34	2,531.83	56,968.47	5.1%
073570 571002	REPAIR PARTS - PARAT	15,000	15,000	.00	.00	25.38	14,974.62	.2%
073570 575000	COMMUNICATION REPAIR	1,500	1,500	.00	.00	.00	1,500.00	.0%
073570 599000	OTHER REPAIR/MAINT.	3,000	3,000	.00	.00	1,543.67	1,456.33	51.5%
TOTAL SUPPLIES & EXPENSES		246,410	246,410	28,975.18	28,213.12	8,265.00	209,169.82	15.1%
60 PROFESSIONAL SERVICE								
073570 602000	CONSULTANT SERV/SURV	45,375	45,375	.00	.00	.00	45,375.00	.0%
073570 602100	BUILDING SECURITY	1,000	1,000	.00	.00	.00	1,000.00	.0%
073570 604900	OTHER PROFESSIONAL S	5,000	5,000	.00	.00	3,288.64	1,711.36	65.8%
073570 606000	TELEPHONE AND TELEGR	6,500	6,500	954.74	530.59	.00	5,545.26	14.7%
073570 607000	POSTAGE	200	200	.00	.00	.00	200.00	.0%
073570 609900	OTHER COMMUNICATION	20,200	20,200	427.65	142.55	99.00	19,673.35	2.6%
073570 611000	TRAVEL EXPENSE	4,000	4,000	.00	.00	.00	4,000.00	.0%
073570 612000	FREIGHT	1,000	1,000	75.00	.00	74.45	850.55	14.9%
073570 615000	ADVERTISING	7,000	7,000	.00	.00	.00	7,000.00	.0%
073570 620000	PRINTING	3,000	3,000	.00	.00	.00	3,000.00	.0%
073570 625500	PUBLIC LIAB/PROPERTY	61,000	61,000	.00	.00	.00	61,000.00	.0%
073570 630500	ELECTRICITY	19,000	19,000	2,523.69	1,254.37	.00	16,476.31	13.3%
073570 635000	BUILDING R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
073570 635500	ELECTRICAL R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%

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073 MASS TRANSIT FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
073570 636500	OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
073570 638400	MOTOR VEHICLE EQ. R&	2,000	2,000	154.00	154.00	1,319.55	526.45	73.7%
073570 638501	BUS EQUIP R&M-FIXED	90,000	117,800	4,026.00	2,501.89	33,540.26	80,233.74	31.9%
073570 638502	BUS EQUIP R&M-PARATR	30,000	30,000	.00	.00	17,351.10	12,648.90	57.8%
073570 639000	COMMUNICATION EQ. R&	2,500	2,500	.00	.00	.00	2,500.00	.0%
073570 639400	DISINFECT./EXTERMINA	250	250	.00	.00	.00	250.00	.0%
073570 639600	SIGN PAINTING	1,200	1,200	.00	.00	.00	1,200.00	.0%
073570 639800	TOW IN CHARGES	2,000	2,000	1,075.00	1,075.00	.00	925.00	53.8%
073570 639900	OTHER REPAIRS AND MA	2,500	2,500	19.58	.00	.00	2,480.42	.8%
073570 643000	UNIFORM RENT	11,500	11,500	1,343.99	631.87	.00	10,156.01	11.7%
073570 644900	OTHER RENT	500	500	.00	.00	.00	500.00	.0%
073570 683000	PROP.TAX COLL. FEES	750	750	173.44	87.68	.00	576.56	23.1%
073570 683100	PROP.TAX COLL. FEES.	1,500	1,500	.50	.47	.00	1,499.50	.0%
073570 684000	DUES AND MEMBERSHIPS	700	700	.00	.00	.00	700.00	.0%
073570 684500	REGISTRATION FEE/TUI	200	200	.00	.00	.00	200.00	.0%
073570 687000	CUSTODIAL SERVICE	4,500	4,500	1,366.64	518.64	300.00	2,833.36	37.0%
TOTAL PROFESSIONAL SERVICE		326,875	354,675	12,140.23	6,897.06	55,973.00	286,561.77	19.2%
70 CAPITAL OUTLAY								
073570 710024	BUS SHELTERS	61,646	61,646	.00	.00	.00	61,646.00	.0%
073570 710027	MASS TRANSIT FACILIT	143,194	143,194	.00	.00	.00	143,194.00	.0%
073570 710029	TRANSIT FACILITY ARC	121,538	121,538	.00	.00	.00	121,538.00	.0%
073570 729553	BUS SHELTER INFRAS-5	3,082,962	3,082,962	368,509.00	.00	.00	2,714,453.00	12.0%
073570 733400	FAREBOX MEDIA EQUIPM	276,000	276,000	.00	.00	.00	276,000.00	.0%
073570 733600	SURVEILANCE/SECURITY	7,760	7,760	.00	.00	.00	7,760.00	.0%
073570 741000	BUSES	163,292	206,292	38,645.85	37,805.85	4,418.68	163,227.47	20.9%
TOTAL CAPITAL OUTLAY		3,856,392	3,899,392	407,154.85	37,805.85	4,418.68	3,487,818.47	10.6%
TOTAL MASS TRANSIT-TRANSPORTATION		5,974,177	6,050,217	635,258.83	168,604.36	68,656.68	5,346,301.49	11.6%
TOTAL EXPENSES		5,974,177	6,050,217	635,258.83	168,604.36	68,656.68	5,346,301.49	
075 WATER&SEWER CONSTRUCTION FUND								
075695 W&S CONSTR.-CAPITAL PROJECTS								
60 PROFESSIONAL SERVICE								
075695 601500	ENGINEERING	2,000,000	1,950,000	160,258.25	87,533.00	.00	1,789,741.75	8.2%

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075 WATER&SEWER CONSTRUCTION FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
075695 604900	OTHER PROFESSIONAL S	0	50,000	1,600.00	1,600.00	.00	48,400.00	3.2%
TOTAL PROFESSIONAL SERVICE		2,000,000	2,000,000	161,858.25	89,133.00	.00	1,838,141.75	8.1%
70 CAPITAL OUTLAY								
075695 722010	FORREST AVE REHAB	0	53,446	53,446.25	.00	.00	.00	100.0%
075695 722099	PROGRAMMED SEWER PRO	4,000,000	3,907,993	.00	.00	.00	3,907,993.35	.0%
075695 724501	ARCADIA SUNSET	0	103,325	103,324.62	103,324.62	.00	.00	100.0%
075695 724599	PROGRAMMED WATER PRO	0	1,975,236	93,496.38	54,935.98	.00	1,881,739.40	4.7%
075695 729569	SRF WTR PLT #1 REHAB	400,300	500,300	472,269.37	155,398.89	.00	28,030.63	94.4%
075695 729570	SRF WTR PLT #1 REHAB	1,605,000	1,605,000	.00	.00	.00	1,605,000.00	.0%
TOTAL CAPITAL OUTLAY		6,005,300	8,145,300	722,536.62	313,659.49	.00	7,422,763.38	8.9%
TOTAL W&S CONSTR.-CAPITAL PROJECT		8,005,300	10,145,300	884,394.87	402,792.49	.00	9,260,905.13	8.7%
TOTAL EXPENSES		8,005,300	10,145,300	884,394.87	402,792.49	.00	9,260,905.13	
077 COMMUNITY CENTERS' FUND								
077650 COMMUNITY CTR-ADMIN/GENERAL								
40 PERSONAL SERVICES								
077650 400000	REGULAR WAGES	379,300	379,300	56,161.57	28,088.07	.00	323,138.43	14.8%
077650 430000	OVERTIME	11,000	11,000	4,859.32	3,006.38	.00	6,140.68	44.2%
077650 460000	STATE RETIREMENT	70,000	70,000	10,617.64	5,410.43	.00	59,382.36	15.2%
077650 470000	F.I.C.A. TAXES	29,900	29,900	4,456.97	2,295.61	.00	25,443.03	14.9%
077650 480000	HOSPITALIZATION INS.	109,200	109,200	11,412.52	4,811.20	.00	97,787.48	10.5%
077650 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
077650 491000	WORKMAN'S COMPENSATI	13,500	13,500	.00	.00	.00	13,500.00	.0%
TOTAL PERSONAL SERVICES		613,900	613,900	87,508.02	43,611.69	.00	526,391.98	14.3%
50 SUPPLIES & EXPENSES								
077650 501000	OTHER EXPENDABLE OFF	500	500	.00	.00	.00	500.00	.0%

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077 COMMUNITY CENTERS' FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
077650 510000 CLEANING/JANITORIAL	15,000	15,000	3,086.84	267.20	852.80	11,060.36	26.3%
077650 512000 MEDICAL SUPPLIES	250	250	.00	.00	.00	250.00	.0%
077650 525000 GAS AND OIL	3,500	3,500	437.82	437.82	.00	3,062.18	12.5%
077650 535500 WEARING APPAREL	400	800	658.00	356.00	.00	142.00	82.3%
077650 544000 HORT./LANDSCAPING SP	2,250	2,250	.00	.00	.00	2,250.00	.0%
077650 546000 MINOR EQUIPMENT	6,500	6,500	3,761.42	3,712.93	200.00	2,538.58	60.9%
077650 559000 OTHER OPERATING MATL	2,000	1,600	697.62	.00	210.00	692.38	56.7%
077650 560000 BUILDING MATERIALS &	2,500	2,500	.00	.00	.00	2,500.00	.0%
077650 560500 ELECTRICAL SUPPLIES	5,000	5,000	304.05	.00	.00	4,695.95	6.1%
077650 561000 PLUMBING SUPPLIES	3,500	3,500	.00	.00	.00	3,500.00	.0%
077650 565000 PAINT AND PAINTING S	800	800	.00	.00	.00	800.00	.0%
077650 570000 MTR VEHICLE REP. PTS	2,500	2,500	263.10	94.40	450.76	1,786.14	28.6%
077650 599000 OTHER REPAIR/MAINT.	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL SUPPLIES & EXPENSES	45,700	45,700	9,208.85	4,868.35	1,713.56	34,777.59	23.9%
60 PROFESSIONAL SERVICE							
077650 600100 PROF SERVICES - COVI	13,400	13,400	.00	.00	.00	13,400.00	.0%
077650 604900 OTHER PROFESSIONAL S	15,000	15,000	667.09	667.09	2,987.95	11,344.96	24.4%
077650 606000 TELEPHONE AND TELEGR	2,000	2,000	123.00	61.68	.00	1,877.00	6.2%
077650 611000 TRAVEL EXPENSE	500	500	.00	.00	.00	500.00	.0%
077650 630000 GAS	14,000	14,000	748.02	408.06	.00	13,251.98	5.3%
077650 630500 ELECTRICITY	72,000	72,000	19,981.92	5,609.05	.00	52,018.08	27.8%
077650 635000 BUILDING R&M	17,500	17,500	.00	.00	598.00	16,902.00	3.4%
077650 635700 PLUMBING EQUIPMENT R	2,000	2,000	.00	.00	.00	2,000.00	.0%
077650 637000 HOUSEHOLD EQUIPMENT	9,000	9,000	725.00	.00	.00	8,275.00	8.1%
077650 638000 FIXED EQUIPMENT R&M	13,150	13,150	3,865.00	.00	1,018.19	8,266.81	37.1%
077650 638200 MINOR EQUIPMENT R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
077650 638400 MOTOR VEHICLE EQ. R&	3,500	3,500	.00	.00	.00	3,500.00	.0%
077650 639200 CLEANING AND PAINTIN	8,000	8,000	.00	.00	.00	8,000.00	.0%
077650 639400 DISINFECT./EXTERMINA	6,000	6,000	115.00	.00	.00	5,885.00	1.9%
077650 639800 TOW IN CHARGES	250	250	.00	.00	.00	250.00	.0%
077650 639900 OTHER REPAIRS AND MA	3,000	3,000	.00	.00	1,990.00	1,010.00	66.3%
077650 643000 UNIFORM RENT	8,000	8,000	1,690.59	507.55	.00	6,309.41	21.1%
077650 644900 OTHER RENT	500	500	.00	.00	.00	500.00	.0%
077650 684500 REGISTRATION FEE/TUI	800	800	255.00	255.00	.00	545.00	31.9%
077650 699900 SERVICES NOT SPECIFI	1,000	1,000	850.00	850.00	.00	150.00	85.0%
TOTAL PROFESSIONAL SERVICE	191,100	191,100	29,020.62	8,358.43	6,594.14	155,485.24	18.6%
70 CAPITAL OUTLAY							
077650 715010 REC CENTER OLD YMCA	20,000	11,000	5,114.88	.00	.00	5,885.12	46.5%

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077 COMMUNITY CENTERS' FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
077650 715014	CULTURAL CENTER	28,000	18,700	.00	.00	4,973.10	13,726.90	26.6%
077650 715019	JDS COM CTR(CEILING/	10,000	10,000	.00	.00	.00	10,000.00	.0%
077650 715021	CE ROY/5TH STREET	7,500	7,500	.00	.00	.00	7,500.00	.0%
077650 729523	MS ARTS COMMISSION G	0	52,300	5,176.63	551.63	4,530.00	42,593.37	18.6%
077650 732000	HOUSEHOLD FURN/EQUIP	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL CAPITAL OUTLAY		70,500	104,500	10,291.51	551.63	9,503.10	84,705.39	18.9%
TOTAL COMMUNITY CTR-ADMIN/GENERAL		921,200	955,200	136,029.00	57,390.10	17,810.80	801,360.20	16.1%
TOTAL EXPENSES		921,200	955,200	136,029.00	57,390.10	17,810.80	801,360.20	
079 COVID FISCAL RECOVERY FUNDS								
079605 COVID FISCAL RECOVERY EXPENSES								
70 CAPITAL OUTLAY								
079605 743500	FIRE TRUCKS	1,297,568	1,297,568	.00	.00	.00	1,297,568.00	.0%
079605 790000	CAPITAL PROJECTS-GRA	11,578,240	11,578,240	.00	.00	.00	11,578,240.00	.0%
TOTAL CAPITAL OUTLAY		12,875,808	12,875,808	.00	.00	.00	12,875,808.00	.0%
TOTAL COVID FISCAL RECOVERY EXPEN		12,875,808	12,875,808	.00	.00	.00	12,875,808.00	.0%
TOTAL EXPENSES		12,875,808	12,875,808	.00	.00	.00	12,875,808.00	
082 COMMUNITY DEVELOP. BLOCK GRANT								
082285 CDBG-ENTITLEMENTS								
40 PERSONAL SERVICES								
082285 400000	REGULAR WAGES	200,000	200,000	28,111.13	14,410.44	.00	171,888.87	14.1%
082285 460000	STATE RETIREMENT	35,800	35,800	4,891.37	2,507.44	.00	30,908.63	13.7%
082285 470000	F.I.C.A. TAXES	15,300	15,300	2,112.06	1,082.80	.00	13,187.94	13.8%
082285 480000	HOSPITALIZATION INS.	42,000	42,000	5,249.51	2,676.23	.00	36,750.49	12.5%
082285 490000	UNEMPLOYMENT BENEFIT	500	500	.00	.00	.00	500.00	.0%

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082 COMMUNITY DEVELOP. BLOCK GRANT		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082285 491000	WORKMAN'S COMPENSATI	3,800	3,800	.00	.00	.00	3,800.00	.0%
TOTAL PERSONAL SERVICES		297,400	297,400	40,364.07	20,676.91	.00	257,035.93	13.6%
50 SUPPLIES & EXPENSES								
082285 500300	PAPER	500	500	.00	.00	.00	500.00	.0%
082285 501000	OTHER EXPENDABLE OFF	1,500	1,500	307.09	.00	.00	1,192.91	20.5%
082285 502000	MINOR OFFICE EQUIP/F	850	850	.00	.00	109.61	740.39	12.9%
082285 505000	SUBSCRIPTIONS,MAGS,M	275	275	.00	.00	.00	275.00	.0%
082285 507000	BOOKS	275	275	.00	.00	.00	275.00	.0%
082285 525000	GAS AND OIL	1,200	1,200	185.93	185.93	.00	1,014.07	15.5%
082285 535500	WEARING APPAREL	250	250	.00	.00	.00	250.00	.0%
082285 546000	MINOR EQUIPMENT	300	300	.00	.00	.00	300.00	.0%
082285 559000	OTHER OPERATING MATL	300	300	.00	.00	.00	300.00	.0%
082285 559100	OTHER OPER.MATLS-FUL	100	100	.00	.00	.00	100.00	.0%
082285 559200	OTHER OPER.MATLS-D.A	100	100	.00	.00	.00	100.00	.0%
082285 570000	MTR VEHICLE REP. PTS	2,600	2,600	.00	.00	.00	2,600.00	.0%
TOTAL SUPPLIES & EXPENSES		8,250	8,250	493.02	185.93	109.61	7,647.37	7.3%
60 PROFESSIONAL SERVICE								
082285 602006	HOME ARP ADMIN	30,000	30,000	.00	.00	.00	30,000.00	.0%
082285 604901	CDBG CARES	644,760	644,760	.00	.00	.00	644,760.00	.0%
082285 604903	COMM.HOUSING DEV. OR	183,000	183,000	.00	.00	.00	183,000.00	.0%
082285 604906	RECORDING FEES	300	300	.00	.00	.00	300.00	.0%
082285 604910	PUB.SERV.GRANT EXPEN	1,000	1,000	.00	.00	.00	1,000.00	.0%
082285 604999	OTHER	50,000	50,000	.00	.00	.00	50,000.00	.0%
082285 606000	TELEPHONE AND TELEGR	900	900	.00	.00	.00	900.00	.0%
082285 611000	TRAVEL EXPENSE	3,900	3,900	.00	.00	.00	3,900.00	.0%
082285 615000	ADVERTISING	900	900	.00	.00	.00	900.00	.0%
082285 638400	MOTOR VEHICLE EQ. R&	1,000	1,000	.00	.00	.00	1,000.00	.0%
082285 641000	OFFICE EQUIPMENT REN	2,500	2,000	.00	.00	.00	2,000.00	.0%
082285 683200	BANK SERV/TRF FEE	0	1,500	225.10	225.10	.00	1,274.90	15.0%
082285 684000	DUES AND MEMBERSHIPS	400	400	.00	.00	.00	400.00	.0%
082285 684500	REGISTRATION FEE/TUI	2,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL PROFESSIONAL SERVICE		920,660	920,660	225.10	225.10	.00	920,434.90	.0%
70 CAPITAL OUTLAY								
082285 725401	CDBG FULL REHAB	650	650	.00	.00	.00	650.00	.0%

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082 COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082285 725402 CDBG HOUSING REPR	577,500	577,500	151,035.00	.00	.00	426,465.00	26.2%
082285 725403 HOME FULL REHAB	11,711	11,711	.00	.00	.00	11,711.00	.0%
082285 7900EN MISC PROJECTS-ENTITL	106,600	106,600	.00	.00	.00	106,600.00	.0%
082285 7900HM MISC PROJECTS-HOME	810,755	810,755	.00	.00	.00	810,755.00	.0%
TOTAL CAPITAL OUTLAY	1,507,216	1,507,216	151,035.00	.00	.00	1,356,181.00	10.0%
TOTAL CDBG-ENTITLEMENTS	2,733,526	2,733,526	192,117.19	21,087.94	109.61	2,541,299.20	7.0%
TOTAL EXPENSES	2,733,526	2,733,526	192,117.19	21,087.94	109.61	2,541,299.20	
086 SPEC SALES TAX-P&R/UNIV IMPROV							
086300 SPEC SALES TAX/RECREATION MAIN							
40 PERSONAL SERVICES							
086300 400000 REGULAR WAGES	42,080	42,080	6,153.84	3,076.92	.00	35,926.16	14.6%
086300 460000 STATE RETIREMENT	7,550	7,550	1,070.76	535.38	.00	6,479.24	14.2%
086300 470000 F.I.C.A. TAXES	3,220	3,220	470.76	235.39	.00	2,749.24	14.6%
086300 491000 WORKMAN'S COMPENSATI	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL PERSONAL SERVICES	53,850	53,850	7,695.36	3,847.69	.00	46,154.64	14.3%
70 CAPITAL OUTLAY							
086300 7295PR CAPITAL PROJECTS	1,600,000	1,748,310	602,765.04	571,558.48	6,975.00	1,138,569.96	34.9%
TOTAL CAPITAL OUTLAY	1,600,000	1,748,310	602,765.04	571,558.48	6,975.00	1,138,569.96	34.9%
TOTAL SPEC SALES TAX/RECREATION M	1,653,850	1,802,160	610,460.40	575,406.17	6,975.00	1,184,724.60	34.3%
086452 B&I GENERAL OBLIGATION BONDS							
80 DEBT SERVICE							
086452 800000 GENERAL ISSUES-PRINC	0	1,314,000	1,314,000.00	.00	.00	.00	100.0%

EXPENSE REPORT

FOR 2024 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
086452 810000 GENERAL ISSUES-INTER	0	283,592	205,104.17	.00	.00	78,487.83	72.3%
TOTAL DEBT SERVICE	0	1,597,592	1,519,104.17	.00	.00	78,487.83	95.1%
TOTAL B&I GENERAL OBLIGATION BOND	0	1,597,592	1,519,104.17	.00	.00	78,487.83	95.1%
086602 SPEC SALES TAX P&R/UNIV IMPROV							
60 PROFESSIONAL SERVICE							
086602 604901 UNIVERSITY OF SOUTHE	1,775,000	1,775,000	296,474.11	148,139.07	.00	1,478,525.89	16.7%
TOTAL PROFESSIONAL SERVICE	1,775,000	1,775,000	296,474.11	148,139.07	.00	1,478,525.89	16.7%
TOTAL SPEC SALES TAX P&R/UNIV IMP	1,775,000	1,775,000	296,474.11	148,139.07	.00	1,478,525.89	16.7%
TOTAL EXPENSES	3,428,850	5,174,752	2,426,038.68	723,545.24	6,975.00	2,741,738.32	
087 INDUSTRIAL PARK DEVELOPMENT							
087601 INDUSTRIAL PK-G.O.ACQUISITIONS							
60 PROFESSIONAL SERVICE							
087601 602001 ECONOMIC DEVELOPMENT	0	0	140,000.00	140,000.00	.00	-140,000.00	100.0%
087601 602500 LEGAL	0	0	7,667.64	4,560.14	.00	-7,667.64	100.0%
TOTAL PROFESSIONAL SERVICE	0	0	147,667.64	144,560.14	.00	-147,667.64	100.0%
TOTAL INDUSTRIAL PK-G.O.ACQUISITI	0	0	147,667.64	144,560.14	.00	-147,667.64	100.0%
TOTAL EXPENSES	0	0	147,667.64	144,560.14	.00	-147,667.64	
088 PUBLIC SAFETY/REC CONSTRUCTION							
088603 PUBLIC SAFETY/REC CONSTRUCTION							
70 CAPITAL OUTLAY							
088603 710022 POLICE DEPARTMENT	377,657	377,657	.00	.00	.00	377,657.00	.0%

EXPENSE REPORT

FOR 2024 02

088 PUBLIC SAFETY/REC CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
088603 729501 HALL AVENUE OVERPASS	18,097,421	18,097,421	2,248,971.04	2,224,063.16	.00	15,848,449.96	12.4%
088603 729575 GORDONS CRK BANK STA	186,000	186,000	14,580.92	14,580.92	.00	171,419.08	7.8%
TOTAL CAPITAL OUTLAY	18,661,078	18,661,078	2,263,551.96	2,238,644.08	.00	16,397,526.04	12.1%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	18,661,078	18,661,078	2,263,551.96	2,238,644.08	.00	16,397,526.04	12.1%
TOTAL EXPENSES	18,661,078	18,661,078	2,263,551.96	2,238,644.08	.00	16,397,526.04	
095 2019 FIRE STATION CONSTRUCTION							
095635 2019 FIRE STATION CONSTRUCTION							
70 CAPITAL OUTLAY							
095635 715002 FIRE STATION #2	949,500	949,500	.00	.00	.00	949,500.00	.0%
TOTAL CAPITAL OUTLAY	949,500	949,500	.00	.00	.00	949,500.00	.0%
TOTAL 2019 FIRE STATION CONSTRUCT	949,500	949,500	.00	.00	.00	949,500.00	.0%
TOTAL EXPENSES	949,500	949,500	.00	.00	.00	949,500.00	
097 INFRA IMPROVE-INTRNT SALES TAX							
097201 INFRA IMPROVE-INTRNT SALES TAX							
70 CAPITAL OUTLAY							
097201 723099 OTHER STREET IMPR.	7,200,000	7,200,000	.00	.00	.00	7,200,000.00	.0%
TOTAL CAPITAL OUTLAY	7,200,000	7,200,000	.00	.00	.00	7,200,000.00	.0%
TOTAL INFRA IMPROVE-INTRNT SALES	7,200,000	7,200,000	.00	.00	.00	7,200,000.00	.0%
TOTAL EXPENSES	7,200,000	7,200,000	.00	.00	.00	7,200,000.00	
098 K.P.ZOO CAPITAL IMPROVEMENT							
098341 K.P.ZOO CAPITAL-KPZ							

EXPENSE REPORT

FOR 2024 02

098 K.P.ZOO CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70 CAPITAL OUTLAY							
098341 729599 MISC.OTHER IMPROVEME	2,390	2,390	.00	.00	.00	2,390.00	.0%
TOTAL CAPITAL OUTLAY	2,390	2,390	.00	.00	.00	2,390.00	.0%
TOTAL K.P.ZOO CAPITAL-KPZ	2,390	2,390	.00	.00	.00	2,390.00	.0%
TOTAL EXPENSES	2,390	2,390	.00	.00	.00	2,390.00	
105 2013 W&S BOND CONSTRUCTION							
105500 '13 W&S BOND CONST-TRANSFERS							
90 TRANSFERS							
105500 900010 T/T WATER & SEWER B&	593	593	.00	.00	.00	593.00	.0%
TOTAL TRANSFERS	593	593	.00	.00	.00	593.00	.0%
TOTAL '13 W&S BOND CONST-TRANSFER	593	593	.00	.00	.00	593.00	.0%
TOTAL EXPENSES	593	593	.00	.00	.00	593.00	
107 SPECIAL SALES TAX-T&A							
107706 SPEC.SALES TAX-T&A EXPEND.							
60 PROFESSIONAL SERVICE							
107706 604901 TOURISM COMMISSION	0	0	146,635.67	74,432.28	.00	-146,635.67	100.0%
TOTAL PROFESSIONAL SERVICE	0	0	146,635.67	74,432.28	.00	-146,635.67	100.0%
TOTAL SPEC.SALES TAX-T&A EXPEND.	0	0	146,635.67	74,432.28	.00	-146,635.67	100.0%
TOTAL EXPENSES	0	0	146,635.67	74,432.28	.00	-146,635.67	
109 GROUP INSURANCE TRUST FUND							
109704 GROUP INS.TRUST-T&A EXPEND.							

EXPENSE REPORT

FOR 2024 02

109 GROUP INSURANCE TRUST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PROFESSIONAL SERVICE							
109704 683300 ADMIN PAID	0	0	80,058.54	.00	.00	-80,058.54	100.0%
109704 683400 CLAIMS PAID	0	0	873,308.95	393,130.49	.00	-873,308.95	100.0%
TOTAL PROFESSIONAL SERVICE	0	0	953,367.49	393,130.49	.00	-953,367.49	100.0%
TOTAL GROUP INS.TRUST-T&A EXPEND.	0	0	953,367.49	393,130.49	.00	-953,367.49	100.0%
TOTAL EXPENSES	0	0	953,367.49	393,130.49	.00	-953,367.49	
GRAND TOTAL	188,890,351	217,112,713	34,130,036.80	21,406,305.58	3,214,419.39	179,768,256.88	17.2%

** END OF REPORT - Generated by LISA HANSON **

EXPENSE REPORT

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	N	N
Sequence 2	9	Y	N
Sequence 3	10	Y	N
Sequence 4	0	N	N

Report title:
EXPENSE REPORT

Print Full or Short description: F
Print MTD Version: Y
Print Revenues-Version headings: N
Format type: 1
Print revenue budgets as zero: N
Include Fund Balance: N
Include requisition amount: N
Multiyear view: F

Year/Period: 2024/ 2
Print revenue as credit: Y
Print totals only: N
Suppress zero bal accts: Y
Print full GL account: N
Double space: N
Roll projects to object: N

Carry forward code: 1
Print journal detail: N
From Yr/Per: 2023/ 3
To Yr/Per: 2023/ 3
Include budget entries: Y
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1

Find Criteria

Field Name	Field Value
Org	
Object	
Project	
Rollup code	
Account type	Expense
Account status	

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Acknowledge privilege tax license report for the month of November 2023.**
File Number: 2023-934
Minute Book #

Summary

Recommendation Statement
I recommend the acknowledgment of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

Memorandum

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

From: **Ann Jones**

cc: **Wiley Quinn, Urban Development Director**

Date: **Tuesday, December 19, 2023**

Re: **Acknowledge receipt of term bids for Lot Clearing/Grass Cutting Services on December 19, 2023 and award bid to Terry's Backhoe & Tree Service, LLC for the term of January 1, 2024 through December 31, 2024.**
File Number: 2023-913
Minute Book #

Summary
Acknowledge receipt of term bids for Lot Clearing/Grass Cutting Services on December 19, 2023 and award bid to Terry's Backhoe & Tree Service, LLC for the term of January 1, 2024 through December 31, 2024.

Recommendation Statement
I recommend the award of the term bids for lot clearing/grass cutting services for the Code Enforcement Division for 2024.

Please place this on the December 19, 2023 City Council meeting for consideration.

FILED

NOV 29 2023

CITY CLERK

BY _____ DEPUTY CLERK

BID FORM
LOT CLEARING
November 7, 2023

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

a. Mini Excavator/Skid Steer
$ 90.00 Hr. with Bucket - grapple
a. Year 2019 Make Cat Model 303
b. Year 2020 Make Bobcat Model E32
2019 Bobcat 770

b. Brush cutter/brush hogs (attached to driving equipment)
$ 65.00
a. Year 2001 Make Long Model 2360
b. Year 2017 Make Kubota Model MX5200

c. Riding mowers $ 48.00
1. Make Skag Model Tiger Cat
2. Make Skag Model Tiger Cub
3. Make _____ Model _____

d. Weedeaters/Trimmers/Edgers/Blower $ 25.00
1. Make Shihl Model KM 111R
2. Make Shihl Model KM 111R
3. Make Shihl Model KM 111R

e. Push or walk-behind mowers $ 25.00
1. Make Honda Model 3N1
2. Make _____ Model _____
3. Make _____ Model _____

Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair, closing and securing of windows & doors.) $ 22.00
*Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

Hauling trucks with trailers or dump trucks** $ 6.50 per cu. yd.

**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: 2005 International Capacity: 20 cu. yds.
2006 International 23 co yds

a. Description: 1993 MACK Capacity: 16 yds cu. yds.

Description: Load MAN trailer Capacity: 26 cu. yds.

1. Other Equipment Not Specified

Description: 3" sump pump $250.00 per DAY

Year _____ Make _____ Model _____

Description: Doosan Trackhoe $115.00 per Hr.

Year 2021 Make _____ Model 140

Description: CAT Trackhoe $80.00 per Hr.

~~Year~~ 304 Make CAT Model _____

Description: Stihl Concrete saw $4.50 per lin. foot

Year Generations Make 6550 Model Hr.

Cutting torches 85.00 Hr.

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Lynda Jarrell
Signature

11-28-2023
Date

STATE OF MISSISSIPPI
LICENSE

DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

No. **LT 794**

September 16, 2010

Name **Lynda Jarrell D/B/A Terry's Tree Service**
Address **401 J Farm Road Petal, MS 39465-**

The above named individual or firm has complied with the provisions of Section 69-19-1 through 69-19-11, Mississippi Code 1972, and is entitled under this license to engage in the following professional services in Mississippi:

Landscape Gardening

THE GREAT SEAL OF THE STATE OF MISSISSIPPI

This Is Not A Recommendation But An Official Record

Butch Alpe, Director

BONDED

FILED
NOV 29 2023
CITY CLERK
BY
DEPUTY CLERK

BID FORM
LOT CLEARING
November 7, 2023

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

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b. Brush cutter/brush hogs (attached to driving equipment)
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c. Riding mowers $ 48.00
1. Make Skag Model Tiger Cat
2. Make Skag Model Tiger Cub
3. Make _____ Model _____

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3. Make Shihl Model KM 111R

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2. Make _____ Model _____
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2006 International 23 co yds

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Year _____ Make _____ Model _____

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Year 2021 Make _____ Model 140

Description: Cat Trackhoe $80.00 per hr.

~~Year~~ 304 Make Cat Model _____

Description: Stihl Concrete saw $4.50 per lin. foot

Year Generators Make 65.00 hr. Model _____

Cutting torches 85.00 hr.

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Lynda Jarrell
Signature

11-28-2023
Date

STATE OF MISSISSIPPI
LICENSE

DEPARTMENT OF AGRICULTURE AND COMMERCE

BUREAU OF PLANT INDUSTRY

MISSISSIPPI STATE, MISSISSIPPI 39762

No. LT 794

September 16, 2010

Name **Lynda Jarrell D/B/A Terry's Tree Service**

Address **401 J Farm Road Petal, MS 39465-**

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Landscape Gardening

THE GREAT SEAL OF THE STATE OF MISSISSIPPI

This Is Not A Recommendation But An Official Record

Butch Alpe, Director

BONDED

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. - 36184 **Company Location No. - 372101** **Date Issued - July 15, 2013**

LYNDA JARRELL
90 L J FARM ROAD
PETAL, MS 39465-

The above named individual has complied with the provisions of § 69-19-1 – 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for TERRY'S BACKHOE & TREE SERVICE, LLC in the license categories TSL,LSL,

THE GREAT SEAL OF THE STATE OF MISSISSIPPI

JGCampbell

John G. Campbell, Director

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cindy Rawls CIIP CISR	
The James Agency LLC 1817 Broadway Drive Hattiesburg MS 39402	PHONE (A/C, No, Ext): (601) 268-2242	FAX (A/C, No):
	E-MAIL ADDRESS: rawlsc3@jamesins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CAROLINA CAS INS CO	
INSURED	INSURER B :	
TERRY'S BACKHOE & TREE SERVICE LLC 90 LJ FARM RD PETAL MS 394657967	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		BNUWC0127181	04/08/2023	04/08/2024	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Hattiesburg
P O Box 1898
Hattiesburg MS 39403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Progressive Commercial Advantage Agency
PO Box 94739
Cleveland, OH 44101
1-844-779-5952

PROGRESSIVE COMMERCIAL

Policy number: 02965736
Underwritten by:
Blue Hill Specialty Ins Co
NAIC Number: 15643
December 5, 2022

Certificate of Insurance

Certificate Holder

LEROY MAY
60 OLD RIVER ROAD
PETAL, MS 39465

Insured	Agent
LEROY MAY M & L TRUCKING 60 OLD RIVER ROAD PETAL, MS 39465	Progressive Commercial Advantage Agency PO Box 94739 Cleveland, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Dec 7, 2022 Policy Expiration Date: Dec 7, 2023

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit
Uninsured/UnderInsured Motorist	$25,000/$50,000
Uninsured Motorist Property Damage	$25,000 w/$200 Ded
Trailer Interchange	$40,000 w/$1,000 Ded

Commercial General Liability coverage part

Description	Limits
Limited General Liability - Trucking Operations	$1,000,000/$2,000,000
Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000/any one person or organization
Damage to Premises Rented to You	$100,000/any one premises
Medical Expense	$5,000/any one person

Motor Truck Cargo coverage part

Description	Limits	Deductible
Motor Truck Cargo	$150,000	$1,000
Refrigeration Breakdown	Included in Motor Truck Cargo Limit	$2,500

Continued

SEALED BIDS must be received by 10:00 a.m., November 29, 2023, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ITEM: LOT CLEARING
FOR CITY OF HATTIESBURG
SUBMITTED BY Leroy May
CERTIFICATE OF RESPONSIBILITY NO. 428-84-4705
Fed TAX Id 640742539

BID DETAILS:
Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4523.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of November, 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

FILED
NOV 29 2023
CITY CLERK
BY _____
DEPUTY CLERK

BID FORM
LOT CLEARING
November 7, 2023

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

a. Mini Excavator/Skid Steer
$_____
   a. Year _____ Make _____ Model _____
   b. Year _____ Make _____ Model _____

b. Brush cutter/brush hogs (attached to driving equipment)
$ ~~2021~~
   a. Year 2021 Make ~~Kob~~ Kubota Model LA-1065
   b. Year _____ Make _____ Model _____

c. Riding mowers
   1. Make Cub Cadet Model 2020 $100.00 P.H
   2. Make _____ Model _____
   3. Make _____ Model _____

FILED
NOV 29 2023
CITY CLERK
BY
DEPUTY CLERK

d. Weedeaters/Trimmers/Edgers/Blower
   1. Make STIHL Model 2019 $50.00 P.H.
   2. Make _____ Model _____
   3. Make _____ Model _____

e. Push or walk-behind mowers
   1. Make _____ Model _____ $40.00 PH
   2. Make _____ Model _____
   3. Make _____ Model _____

Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair, closing and securing of windows & doors.) $20.00 P.H.
*Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

Hauling trucks with trailers or dump trucks** $25.00 per cu. yd.

**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: Dump - Truck Capacity: ~~25~~ 7Yds cu. yd yds.

a. Description: Dump Trailer Capacity: 20Yds cu. yds.

Description: _____ Capacity: _____ cu. yds.

1. Other Equipment Not Specified

Description: Chain Saw $ 30.00 per Hr.

Year _____ Make _____ Model _____

Description: _____ $_____ per _____

Year _____ Make _____ Model _____

Description: _____ $_____ per _____

Year _____ Make _____ Model _____

Description: _____ $_____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Leroy Mray
Signature

11-27-23
Date

FILED
NOV 29 2023
CITY CLERK
BY _____
DEPUTY CLERK

Memorandum

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

From: **Ann Jones**

cc: **Wiley Quinn, Urban Development Director**

Date: **Tuesday, December 19, 2023**

Re: **Acknowledge receipt of term bids for Demolition Services on December 19, 2023, and award the bid to MSP Enterprise as the only bid received for the term from January 1, 2024, to December 31, 2024.**
File Number: 2023-914
Minute Book #

Summary
Acknowledge receipt of term bids for Demolition Services on December 19, 2023 and award bid to MSP Enterprise for the term of January 1, 2024 through December 31, 2024.

Recommendation Statement
I recommend the award of the term bids for demolition services for the Code Enforcement Division for 2024.

Please place this on the December 19, 2023 City Council meeting for consideration.

FILED

NOV 29 2023

CITY CLERK

BY _____

DEPUTY CLERK

BID FORM
DEMOLITION
November 7, 2023

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators
   Year 2020 Make CAT Model 304 - $80.00 /hr -
   Year 2021 Make Doosan Model 140 - $120.00 /hr -
   2006 CAT 315 L $120.00 /hr -
2. Bulldozers
   Year 2008 Make John Deere Model 450 - $100.00 /hr -
   Year 2005 Make CAT Model D5 - $100.00 /hr -
3. Loaders
   Year 2009 Make John Deere Model 310 SE $80.00 /hr -
   Year _____ Make _____ Model _____
4. Mini-Excavators
   Year 2020 Make Bobcat Model C32 $78.00 /hr -
   Year 2019 Make CAT Model 303
5. Backhoes
   Year 2009 Make John Deere Model 310 SE $90.00 /hr -
   Year 2000 Make CAT Model 416B
6. Brush cutter/brush hogs (attached to driving equipment)
   Year 2001 Make LONG Model 2360 $68.00 /hr -
   Year 2017 Make Kubota Model MX 5200
   2019 Bobcat 770
7. Compact skid steers or track steers
   Year 2019 Make Bobcat Model T770 $100.00 /hr -
   Year _____ Make _____ Model Bucket Grapple
8. Manpower for simple labor (picking up trash & litter, Loading by hand, simple hand tools, minor repair*) $22.00 /hr -
   *Materials for repairs will either be purchased directly By the city or will be reimbursed to the contractor; Materials will be addressed, when necessary, in specific Task orders.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

MSP ENTERPRISES LLC
683 R V LINDLEY RD
MOSELLE, MS 39459

is duly registered and entitled to perform

BUILDING CONSTRUCTION

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 22 day of Sep., 202

BOARD OF CONTRACTORS
STATE OF MISSISSIPPI

CERTIFICATE OF RESPONSIBILITY
No. 23400-MC
Expires Sep. 22, 2024

Joel A. Cantrell

CHAIRMAN OF THE BOARD

STATE OF MISSISSIPPI
LICENSE
DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

No. LT 794

September 16, 2010

Name Lynda Jarrell D/B/A Terry's Tree Service
Address 401 J Farm Road Petal, MS 39465-

The above named individual or firm has complied with the provisions of Section 69-19-1 through 69-19-11, Mississippi Code 1972, and is entitled under this license to engage in the following professional services in Mississippi:

Landscape Gardening

THE GREAT SEAL OF THE STATE OF MISSISSIPPI

This Is Not A Recommendation But An Official Record

Butch Alpe, Director

BONDED

FILED
NOV 29 2023
CITY CLERK
BY
DEPUTY CLERK

BID FORM
DEMOLITION
November 7, 2023

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators
   Year 2020 Make CAT Model 304 - $80.00/hr -
   Year 2021 Make Doosan Model 140 - $120.00/hr -
   2006 CAT 315 L $120.00/hr -
2. Bulldozers
   Year 2008 Make John Deere Model 450 - $100.00/hr -
   Year 2005 Make CAT Model D5 - $100.00/hr -
3. Loaders
   Year 2009 Make John Deere Model 310 SE $80.00/hr -
   Year _____ Make _____ Model _____
4. Mini-Excavators
   Year 2020 Make Bobcat Model C32 $78.00/hr -
   Year 2019 Make CAT Model 303
5. Backhoes
   Year 2009 Make John Deere Model 310 SE $90.00/hr -
   Year 2000 Make CAT Model 416B.
6. Brush cutter/brush hogs (attached to driving equipment)
   Year 2001 Make LONG Model 2360 $68.00/hr -
   Year 2017 Make Kubota Model MX 5200
   2019 Bobcat 770
7. Compact skid steers or track steers
   Year 2019 Make Bobcat Model T770 $100.00/hr -
   Year _____ Make _____ Model Bucket GRAPPle
8. Manpower for simple labor (picking up trash & litter, Loading by hand, simple hand tools, minor repair*) $22.00/hr -
   *Materials for repairs will either be purchased directly By the city or will be reimbursed to the contractor; Materials will be addressed, when necessary, in specific Task orders.

9. Hauling trucks with trailers or dump trucks** $6.48 per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: 2005 International Capacity: 20 cu. yds.

Description: 2006 International Capacity: 23 cu. yds.

Description: 1993 MACK Capacity: 16 cu. yds.

10. Other Equipment Not Specified

Description: Debris Loadnax $26 per cubic yds @ 6.48 yd-

Year 2005 Make _____ Model _____

Description: Sump pump $250.00 per day

Year _____ Make _____ Model _____

Description: Zoom Boom Forklift or Bucket truck $98.00 per hr.

Year _____ Make _____ Model _____

Description: MANLIFT 80' Reach $155.00 per hr.

Year _____ Make Concrete Saw 40.00 IN. H Model _____

CHAWSAWS - drills - impacts 24.00 per hr.

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Lynda Jarred
Signature

11-28-2023
Date

State of Mississippi

Board of Contractors

ACTIVE

MSP ENTERPRISES LLC
683 R V LINDLEY RD
MOSELLE, MS 39459

is duly registered and entitled to perform

BUILDING CONSTRUCTION

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 22 day of Sep., 2023

BOARD OF CONTRACTORS
STATE OF MISSISSIPPI

CERTIFICATE OF RESPONSIBILITY
No. 23400-MC
Expires Sep. 22, 2024

Joel A. Caudle

CHAIRMAN OF THE BOARD

STATE OF MISSISSIPPI
LICENSE

DEPARTMENT OF AGRICULTURE AND COMMERCE

BUREAU OF PLANT INDUSTRY

MISSISSIPPI STATE, MISSISSIPPI 39762

No. LT 794

September 16, 2010

Name Lynda Jarrell D/B/A Terry's Tree Service

Address 401 J Farm Road Petal, MS 39465-

The above named individual or firm has complied with the provisions of Section 69-19-1 through 69-19-11, Mississippi Code 1972, and is entitled under this license to engage in the following professional services in Mississippi:

Landscape Gardening

THE GREAT SEAL OF THE STATE OF MISSISSIPPI

This Is Not A Recommendation But An Official Record

Butch Alpe, Director

BONDED

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. - 36184 **Company Location No. - 372101** **Date Issued - July 15, 2013**

LYNDA JARRELL
90 L J FARM ROAD
PETAL, MS 39465-

The above named individual has complied with the provisions of § 69-19-1 – 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for TERRY'S BACKHOE & TREE SERVICE, LLC in the license categories TSL,LSL,

John G. Campbell, Director

MSPENTE-01 HBREAZEALE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215

CONTACT NAME:
PHONE (A/C, No, Ext): (601) 960-8200 FAX (A/C, No): (601) 208-7484
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Builders Mutual Insurance Company	10844
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MSP Enterprises, LLC
Mike Patterson
683 RV Lindley Road
Moselle, MS 39459

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP005959310	7/12/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WCP109228100	7/17/2023	7/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			CPP005959310	7/12/2023	7/1/2024	Leased & Rented	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insurance Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Cindy Rawls CIIP CISR
The James Agency LLC 1817 Broadway Drive Hattiesburg MS 39402	PHONE (A/C, No, Ext): (601) 268-2242 FAX (A/C, No): E-MAIL ADDRESS: rawlsc3@jamesins.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
TERRY'S BACKHOE & TREE SERVICE LLC 90 LJ FARM RD PETAL MS 394657967	INSURER A: CAROLINA CAS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BNUWC0127181	04/08/2023	04/08/2024	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Hattiesburg
P O Box 1898
Hattiesburg MS 39403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Advantage One Insurance, Inc.
1019 W Pine St
Hattiesburg MS 39401

CONTACT NAME: Mark Lyon
PHONE (A/C, No, Ext): (601) 544-3222 **FAX (A/C, No):** (601) 475-8993
E-MAIL ADDRESS: marklyon@comcast.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OHIO SECURITY INS CO	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Terrys Backhoe and Tree Servic
90 Lj Farm Rd
Petal MS 39465

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			BKS66027172	04/07/2023	04/07/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Inland Marine							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Hattiesburg
Attention Building Department
PO BOX 1898
Hattiesburg MS 39403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Lyon

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Memorandum

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

From: **Deanna Chapman, Administrative Assistant**

cc: **Marybeth Bergin, Director of Engineering and Traffic**

Date: **Tuesday, December 19, 2023**

Re: **Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendments to the FY 2023-2026 Transportation Improvement Plan (TIP); authorize publication of notice.**
File Number: 2023-916
Minute Book #

Summary

The proposed amendments include the following projects:
1. Addition of HCT Battery Electric Bus & Charging Infrastructure Deployment Project Grant to the Transit Section of the 2023-2026 TIP

The result of this request would add this City of Hattiesburg Grant to the TIP to allow the City of Hattiesburg to receive this FTA Grant. This grant does not take away from other TIP funding currently in the TIP.

PUBLISH Twice (2) in the Legal Section of *The Hattiesburg Post* on Thursday, December 21, 2023, and Thursday, January 4, 2024.

Recommendation Statement

I recommend acknowledgment of the public comment period for the proposed amendments to the FY 2023-2026 TIP.

Please place this on the December 19, 2023 City Council meeting for consideration.

HATTIESBURG-PETAL-FORREST-LAMAR METROPOLITAN PLANNING ORGANIZATION
200 Forrest Street · Hattiesburg, Mississippi 39401 · (601) 545-6259

To: HPFL-MPO Policy Committee

From: Stephen Guthrie, MPO Division Manager
Hattiesburg-Petal-Forrest-Lamar-Metropolitan Organization

Date: December 1, 2023

RE: TIP Amendment and Electronic Vote

Dear Policy Committee,

The City of Hattiesburg has recently received a grant from the FTA for the implementation of an electric bus system. For the City of Hattiesburg to official receive this money, they need to include this project in the transit projects portion of the TIP. This **WILL NOT** be funded with TIP funds. It simply needs to be included to meet the requirements of the grant set forth by the FTA.

We will be voting on this item via email. Please respond with your vote by Friday December 1, 2023.

Please let me know if you have any questions or concerns.

Regards,

Stephen Guthrie

Stephen Guthrie
HPFL-MPO Division Manager

ID	Hub City Transit	**Total Cost**	**$7,455,325.00**
Project Name	HCT Battery Electric Bus & Charging Infrastructure Deployment Project		
Funding Source:	FTA Section 5339 (c) Competitive Low No Funding		
Responsible Agency:	City of Hattiesburg		
County:	Forrest/Lamar		
Project Length:	4 years		
Project Description:	Hub City Transit: Electric Bus and Charging Infrastructure Deployment Project		

Fiscal Year	Funding Source	Phase	Federal Funds	Local Funds	Total Funds
2024	Sec 5339	Transit Buses	$850,000.00	$150,000.00	$1,000,000.00
2024	Sec 5339	Cutaway Buses	$1,636,250.00	$288,750.00	$1,925,000.00
2024	Sec 5339	Pre/Post Buy America Audit	$85,000.00	$15,000.00	$100,000.00
2024	Sec 5339	QMS/QA Periodic Inspection	$26,350.00	$4,650.00	$31,000.00
2024	Sec 5339	Depot Chargers (DC Charging Cabinet)	$763,616.70	$84,846.30	$848,463.00
2024	Sec 5339	Design, Construction, Installation, Project Management	$1,620,000.00	$180,000.00	$1,800,000.00
2024	Sec 5339	Smart Charging Management System Setup Fees	$352,435.50	$39,159.50	$392,595.00
2024	Sec 5339	Yard View (One for Depot)	$38,880.00	$4,320.00	$43,200.00
2024	Sec 5339	Charger Spare Parts	$87,143.40	$9,682.60	$96,826.00
2024	Sec 5339	Mobile Charger	$182,309.40	$20,256.60	$202,566.00
2024	Sec 5339	Bus OEM Operator, Maintenance, First Responder Training	$80,000.00	$20,000.00	$100,000.00
2024	Sec 5339	Infrastructure Training	$80,000.00	$20,000.00	$100,000.00
2024	Sec 5339	PPE, Tools, and Equipment	$40,000.00	$10,000.00	$50,000.00
2024	Sec 5339	Workforce Development (Local Schools and Colleges)	$125,340.00	$31,335.00	$156,675.00
2024	Sec 5339	Project Management and Technical Support	$488,000.00	$122,000.00	$610,000.00
		Total	**$6,455,325.00**	**$1,000,000.00**	**$7,455,325.00**

DATE	Action History/Comments
2023	***Note on Funding Cycle:** All grant funds will be allocated in 2024. The local match will be $200,000 over the next 5 years.

PUBLIC NOTICE
PUBLIC COMMENT PERIOD
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
FY 2023-2026 TRANSPORTATION IMPROVEMENT PLAN (TIP)

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 30-day public comment period beginning **Thursday, December 21, 2023** for the public to review and provide comments regarding the proposed amendments to the current FY 2023-2026 Transportation Improvement Plan (TIP). This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures. The HPFL-MPO TIP for the Hattiesburg Urbanized Area is a part of the Statewide Transportation Improvement Program (STIP) document.

The proposed amendments include the following projects:

1. Addition of HCT Battery Electric Bus & Charging Infrastructure Deployment Project Grant to the Transit Section of the 2023-2026 TIP

The result of this request would add this City of Hattiesburg Grant to the TIP to allow the City of Hattiesburg to receive this FTA Grant. This grant does not take away from another TIP funding currently in the TIP.

The proposed amendments will be available for review at www.hattiesburgms.com/mpo. A hard copy of the documents can be requested by contacting the MPO office at 601.545.6259. The official review and comment period will be held from December 21, 2023 through January 19, 2024.

Written comments regarding the proposed FY 2023-2026 TIP amendment should be emailed to mpo@hattiesburgms.com or mailed to:

Stephen Guthrie, MPO Division Manager
P.O. Box 1898
Hattiesburg, MS 39403

Anyone who may require auxiliary aids or special accommodations to participate in this comment period should advise the HPFL-MPO by calling 601.554.1008 or emailing mpo@hattiesburgms.com for assistance.

PUBLISH Twice (2) in the Legal Section of *The Hattiesburg Post* on Thursday, December 21, 2023 and Thursday, January 4, 2024.

Memorandum

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

From: **Kermas Eaton, City Clerk**

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

Date: **Tuesday, December 19, 2023**

Re: **Approve and authorize Request for Proposals for Disaster Recovery Consulting Services for the City of Hattiesburg; authorize publication of advertisement for same.**
File Number: 2023-930
Minute Book #

Summary
Disaster rfecovery consulting services.

Recommendation Statement
I recommend authorization of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

ADVERTISEMENT

CITY OF HATTIESBURG
DISASTER RECOVERY CONSULTING SERVICES

Notice is hereby given that the City of Hattiesburg, MS is soliciting responses for **RFP DISASTER RECOVERY CONSULTING SERVICES**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39401. All RFP Packages are due by or before **10 a.m. (CST) on January 11, 2024**. Any packages delivered to or received after the 10 a.m. deadline will not be considered and shall be returned unopened to the addressee.

The City of Hattiesburg seeks professional service assistance to support the City's disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all Federal, State, and Local laws to limit any subsequent audits and reviews, and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA PA and Hazard Mitigation Programs.

RFP Packages are available by calling the Hattiesburg City Clerk's Office, 601-545- 4550 and requesting Document Disaster Recovery Consulting Services.

Contact Information: Kermas Eaton, City Clerk
City Clerk's Office
200 Forrest Street
Hattiesburg, MS 39401
Email: keaton@hattiesburgms.com
(601) 545-4550

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **DISASTER RECOVERY CONSULTING SERVICES**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal and seven copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information.

Deliver or Ship RFP Packages to: City of Hattiesburg / City Clerk's Office
200 Forrest Street
Hattiesburg, MS 39401

REQUEST FOR PROPOSALS

CITY OF HATTIESBURG
RFP NUMBER 4295
DISASTER RECOVERY CONSULTING SERVICES

I. INTRODUCTION

A. Purpose:

The City of Hattiesburg City Council is accepting sealed Request for Proposal packages. The purpose of this Request for Proposals is to solicit responses from qualified firms to provide professional service assistance to support the City's disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters.

B. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Proposal shall be ***submitted in writing*** by or before 10 a.m. Thursday**, January 4, 2024.**

Contact Information: City Clerk, Kermas Eaton
200 Forrest Street
Hattiesburg, MS 39401
Email: keaton@hattiesburgms.com
(601) 545-4550

C. Addenda:

All clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum, which shall be distributed to vendors by fax and posted at. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein.

The City shall make every possible, good faith effort to issue any and all addenda no later than seven (3) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Proposal.

D. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Hattiesburg City Council by or before 10 a.m. on **Thursday, January 4, 2024**. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: City of Hattiesburg City Clerk's Office
200 Forrest Street
Hattiesburg, MS 39401

E. RFP Response Packaging Instructions:

To be considered, submit one (1) original paper submittal, seven copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be in a **SEALED** envelope/container and clearly marked on the exterior of the package: **DISASTER RECOVERY CONSULTING SERVICES**".

1. Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

F. Evaluation of Responses:

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all the RFP packages submitted, a copy of the RFP document with all issued Addenda, and an Evaluator's Score Sheet. The Team shall then evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each respondent shall be recorded on the Evaluator's Score Sheet. The moderator will tally score sheets and verify results, presenting them from highest to lowest.

The City desires to avoid the expense to all parties of unnecessary presentations; however, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

City staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award.

The City of Hattiesburg reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the City.

G. Evaluation Criteria:

It is the intention of the City of Hattiesburg City Council to evaluate and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

Evaluation Criteria:	**Maximum Points Per Evaluator:**
A. Qualifications and Experience	55
B. Proposed Strategy & Technical Approach	25
C. Auditing History	30
D. Socioeconomic Contractors	5
E. Proposed Pricing	5
Total Maximum Points Possible: 120	

H. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to an agreement over terms, conditions, and pricing in order to award a contract for the services described herein.

I. Contract Performance:

At any point in time during the term of the Contract with the awarded Consultant, City Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period to comply with this demonstration of competency section.

II. GENERAL REQUIREMENTS

A. Scope of Work:

Specific tasks include the following:

FEMA Public Assistance Advisory Services

Possess extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

Develop a process/system for the City, from inception through the project closeout, to prepare and submit its PA program; this is to include documentation, procurement and contract, payroll, and grant submission support.

Develop processes for obtaining, analyzing, and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Attending all meetings with FEMA, state, and insurance representatives, as well as participate regularly with the City's designated FEMA workgroup.

Identify and communicate risks within the City's operation that could preclude its ability to optimize reimbursement.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

Financial, Payroll, and Grant Management

Ensure City disaster recovery and restoration processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the City through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of City personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the City through FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured.

Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Procurement and Contract Management/Monitoring Support

Ensure City disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, State, or other agencies.

Possess the expertise to assist in the review of City Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by FEMA, State, or other agencies.

Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Information Technology & Data Management

Possess the expertise to assist City staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the city to properly collect data and document information as necessary to optimize compliance with FEMA, state, or other agencies.

Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Insurance and Other Funding Support

Review and understand the City's insurance coverage to ensure the City's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, state, or other agencies.

Develop process to assist the City in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist the City with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

Hazard Mitigation Support

Provide expertise in identifying, developing, and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the city in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure City hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, state, or other agencies.

Emergency Management Support Services

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review, and test of plans related to future events.

CFR 200 Compliance Language

Procurements

While assisting the City with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the city. All direct project costs will be concisely billed to specific project codes established by the City. Vendor invoices will be categorized by project code and must include:

1. Name
2. Position
3. Billing Rate
4. Total Hours
5. Costs

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Suspension and Debarment

Suspension and Debarment

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

B. Sub-Contractors:

If the Consultant elects to sub-contract with any firm for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed subcontractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of all licenses and certificates for each subcontractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no subcontractors are proposed, so state there on.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the

satisfaction with the city, the reliability and responsibility of the proposed subcontractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III: CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Consultant shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance have been approved by the City of Hattiesburg. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Consultant shall furnish proof of Insurance to the City of Hattiesburg prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Hattiesburg as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Contract.

Certificate Holder Address: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

The Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain, during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability, and business auto liability with minimum limits of liability of $1,000,000.

The Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City Council may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

C. Contract Agreement & Term:

The intent of the City of Hattiesburg is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated that the City will issue a professional services contract for the duration of the project. The initial contract term shall be through June 30, 2017, and will automatically renew for a period of four (4) years, providing satisfactory performance has been maintained by the Consultant, funds are available, and the new Council does not exercise its option to void. Thereafter the contract may be renewed in one-(1) year increments, for a period of two (2) one-year renewals. The City reserves the right to renew the contract beyond the two (2) one-year renewals if it serves the best interest of the city.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent. The City reserves the right to delete, add to, or modify one or more components of the selected Respondent's proposal to accommodate changed or evolving circumstances that the City may have encountered since the issuance of the RFP.

D. Governing Laws & Regulations:

It shall be the responsibility of the Consultant to be familiar with and comply with all federal, state, and local laws, ordinances, rules, and regulations relevant to the services to be performed under this contract. The contract agreement shall be governed by the laws of the State of Mississippi and the City, both as to interpretation and performance.

E. Termination:

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the contract agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, the City shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or if acceptable corrective action as approved by the City, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by the City for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the City may terminate the contract agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

F. Indemnification:

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City of Hattiesburg, Mississippi, and employees from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

G. Trade Secrets:

To invoke the provision of the State of Mississippi, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of the State of Mississippi, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

H. Public Records:

In accordance with the State of Mississippi (Public Records Law) and the Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are public record. Also, please be aware that the Hattiesburg City Council publishes bid proposals on its agenda for public review. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

IV: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the city. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the city for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Hattiesburg and will not be returned. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section	Topic
1	RFP Cover Page
2	Cover Letter
3	Qualifications and Experience
4	Proposed Strategy and Technical Approach
5	Auditing History
6	Proposed Pricing
7	Socioeconomic Contractors
8	Administrative Information

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original and one (1) electronic disc OR one (1) USB flash drive containing one (1) Color PDF of the original documents on 8 1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font. Additionally, all headings, sections and sub-sections shall be identified appropriately. All documentation shall be ***exact order and format as shown below***. No exceptions to this format will be accepted.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

Section 1: RFP Cover Page (Complete and Submit)

Section 2: Cover Letter

Provide a cover letter, ***not exceeding two pages,*** which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address.
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP.
- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster recovery consulting services.
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines.
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster recovery consulting services in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)
- A list of Sub-Contractors with credentials and related experience

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to the FEMA Major Disaster DR-4295 event. The respondent shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining FEMA and other federal program reimbursements.

Section 6: Proposed Pricing
In this section, respondent shall fill out and submit the proposed rates on the rate sheet provided herein. Any and all positions that may perform any work required under the scope of services should be included in this rate sheet. Proposed base rates, fringe & overhead, profit, and proposed billing rates shall be provided by each respondent. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, the city will calculate an average base rate for each respondent, using all of the proposed base rates submitted on the rate sheet. Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the formula provided herein (see p. 15).

Section 7: Socioeconomic Contractors
Provide current copy of certificate of MBE/WBE/DBE.

Section 8: Administrative Information
Please include the following:

- Proof of Liability Insurance and its limits
- Drug Free Workplace Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form
- Acknowledged Addenda

V: EVALUATION CRITERIA AND SCORE SHEET EXAMPLE

City of Hattiesburg

Definitions of Evaluation Criteria

A. Qualifications and Experience
The respondent provides firm and staff qualifications and demonstrates the firm's prior experience in providing consulting services and its familiarity with FEMA and other federal programs. Respondent clearly demonstrates an understanding of the scope of work and other technical or legal issues related to the project and provides a history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited. ***This will be graded on a 0 – 55 scale.***

B. Proposed Strategy & Technical Approach
The respondent provides the firm's proposed strategy in representing the city in responding to the FEMA Major Disaster event. The respondent provides the firm's technical approach to perform the scope of services requested including procedures, methodologies, resources, systems, etc. ***This will be graded on a 0 – 25 scale.***

C. Auditing History
Respondent demonstrates the firm's prior experience in defending and maintaining FEMA and other federal programs. ***reimbursements. This will be graded on a 0 – 30 scale.***

D. Socioeconomic Contractor
The respondent provides a current copy of certificate of MBE/WBE/DBE. (Points will be awarded only if the current certificate is provided.) ***This will be graded on a 0 – 05 scale.***

E. Proposed Pricing:
The respondent shall submit an Hourly Rate Form consisting of billable hourly labor rates for each person assigned to the Project and shall include all costs, work, insurance, fringes, supervision, engineering, and overhead and profit. A form for hourly rates is included in this RFP. ***This will be graded on a 0 – 5 scale.***

CITY OF HATTIESBURG

DATE:
PROJECT:

CRITERIA RANKING:

Respondents	A. Qualifications and Experience 0-55	B. Proposed Strategy and Technical Approach 0-25	C. Auditing History 0-30	D. Socioeconomic Contractor 0-05	E. Proposed Pricing 0-05	**TOTAL 0-120**

SIGNATURE OF RATER:_____ **PRINT NAME:**_____ **DATE:** _____

ATTACHMENT A
HOURLY RATE FORM

Key Program Management Personnel: The Proposer shall identify Key Program Management Personnel for the Project. Provide detailed resumes (limited to two pages) of Key Program Management showing related experience.

PROGRAM MANAGEMENT

Position	Name	City/State	Hourly Rate
Program Manager			
Deputy Program Manager			
Program Administrator			
Project Coordinator			

Other Program Staff: The Proposer shall identify Other Program Staff's hourly rate. The Proposer may add additional lines if necessary.

CONSTRUCTION & OPERATIONS

Position	Name	City/State	Hourly Rate
Cost Estimating On Site Inspector			
Construction Manager Resident Engineer			

PROGRAM & ADMINISTRATIVE SUPPORT

Position	Name	City/State	Hourly Rate
Financial Lead Project Manager			
FEMA Coordination Subject Matter Expert Funding Assistance Database Manager			
Procurement and Contracting Scheduling Administrative Assistance Senior Adviser			

All hourly rates provided shall be inclusive of all expenses incurred. Submitted by:

Authorized Signature, Title Date

Consultant Firm Business

DISASTER RECOVERY CONSULTING SERVICES

City of Hattiesburg Conflict of Interest Disclosure Form

Project (RFQ, RFP, BID) Number/Description:_____

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of the City of Hattiesburg ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the city.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the city. Consultants/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) :

_____ _____
Signature Print Name/Title

_____ _____
Signature Print Name/Title

Memorandum

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

From: **Wiley Quinn, Urban Development Director**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, December 19, 2023**

Re: **Approve and authorize publication of a Request for Proposals for Lead Abatement Contractors for the City's LeadSafe Hattiesburg Program.**
File Number: 2023-910
Minute Book #

Summary
Approve and Authorize publication of a Request for Proposals for Lead Abatement Contractors for the City's LeadSafe Hattiesburg Program funded by the Department of Housing and Urban Development

Recommendation Statement
I recommend approval of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

City of Hattiesburg

Community Development Division

LeadSafe Hattiesburg

Lead Hazard Reduction Grant Program

REQUEST FOR PROPOSAL:
Lead Abatement Contractors

DATE ISSUED: December 12, 2023

REQUEST FOR QUALIFICATIONS–LEAD ABATEMENT FIRMS
INTRODUCTION

Overview

This Request for Qualifications is being issued by the City of Hattiesburg - Community Development Division- Lead Hazard Reduction Grant Program (LHRG) in its capacity to act as manager of the HUD's Office of Lead Hazard Control and Healthy Homes funds. The purpose of this notice is to solicit participation from State of Mississippi Certified Lead Abatement Firms to perform **Lead Abatement Services** in accordance with HUD, EPA, State and other federal guidelines.

Companies with demonstrated experience in performing these types of services and are interested in making their services available to the LHRG Program are invited to respond to this Request for Qualifications. "Respondents" means the companies or individuals that submit documentation in response to this request. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is state licensed and certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.) and capable of providing the specified services. The Respondent shall be financially solvent and each of its members, if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this Request for Qualifications document.

The City is seeking to encourage participation by respondents who are MBE/WBE and/or Section 3 business enterprises.

Nothing in this request for qualifications shall be construed to create any legal obligation on the part of the Lead Hazard Reduction Grant Program or any respondents. The LHRG Program reserves the right, in its sole discretion, to amend, suspends, terminate, or reissue this request in whole or in part, at any stage. In no event shall the LHRG Program be liable to respondents for any cost or damages incurred regarding this process, including but not limited to, any and all costs of preparing a response to this request or any other costs incurred in reliance on this request. No respondent shall be entitled to repayment from the LHRG Program for any costs, expenses or fees related to this request. All supporting documentation submitted in response to this request will become the property of the LHRG Program. Respondents may also withdraw their interest in the request in writing, at any time, as more information becomes known.

The LHRG Program follows federal, local, and state procurement standards, policies and procedures for procurement process. For further information on this requirement, contact the LeadSafe Hattiesburg Program- **Petra Wingo, Division Manager, City Hall, 200 Forrest Street, 1st floor, Hattiesburg, MS, 39401, and 601-554-1006.**

Program Funding

The City of Hattiesburg – Urban Development/Community Development - Lead Hazard Reduction Program (LeadSafe Hattiesburg) administers the LHRG Program:

- **The LHRG Program is federally funded for $1.6 million through the Office of Lead Hazard Control and Healthy Homes. This program addresses lead hazards found in the homes of qualified low-income families with children under the age of six (6). The program also performs Heathy Homes interventions to address other environmental hazards as they are determined.**

PROFESSIONAL SERVICE REQUIREMENTS

The City seeks to secure contracts with a Lead Abatement firm certified with the State of Mississippi-MDEQ and have Lead Abatement Supervisor, and Lead Abatement Worker disciplines. All lead abatement work must be performed according to the specifications described in the protocols for lead remediation with the City of Hattiesburg and in the US Dept.
Housing and Urban Development (HUD) *"Guidelines for the Evaluation and Control of Lead- Based Paint Hazards in Housing"* and all other applicable Federal, State, and Local regulations.

All qualified respondents must submit a completed application with all requested support documentation in single package sealed and labeled.

The application will be reviewed by a Selection Committee and the qualified firm with experience in similar work will become certified as a contractor for the LHRG program. The winning bidder will be reimbursed for the services performed in a lump sum fee for each completed task submitted by invoice. The approved contractor will deliver an invoice to the LHRG staff listing fees for each item on the completed scope of work for reimbursement.

Additional Requirements

This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (HUD, EPA, OSHA, and MDOT), state agency (MDEQ), and any other local building codes, regulations and standards that may apply.

SUBMITTAL REQUIREMENTS

Responses must be submitted via hard copy to:

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

Each respondent shall submit one (1) original and two (2) copies of the following documents in a clear, legible, 12-point font, and 8.5 by 11-inch format. Respondents are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.

The LHRG reserves the right to seek additional information to clarify responses to this request. Each response must include the following:

- **Letter of Interest**

Please submit a Cover Letter of Interest signed by a duly authorized officer or representative of the Respondent, not to exceed two pages in length. The Letter of Interest must also include the following information:

The principal place of business and the contact person, title, telephone/fax numbers and email address.

A brief summary of the qualifications of the Respondent and team.

Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).

- The names and business addresses of all Principals of the Respondent. For purposes of this request "Principals" shall mean persons possessing an ownership interest in the Respondent.
- If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization's approval rights, if any, over the activities of the Respondent.
- If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization's approval rights, if any, over the activities of the Respondent.

The Certification attached hereto at the end of this request and incorporated herein by reference must be signed by Respondent and attached to the Letter of Interest.

Threshold Requirements

These documents must be submitted and acceptable before the City of Hattiesburg LHRG staff will review the proposal:

- ❑ Current Business License
- ❑ Current State of Mississippi Contractor License, if applicable.
- ❑ Certificate of Insurance (COI) to include:
- ❑ General Liability Insurance policy must list the City of Hattiesburg as the certificate holder, located at 200 Forrest Street, Hattiesburg, MS 39401, with a minimum of $1,000,000 coverage. Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property and Damage Liability Coverage.
- ❑ Current National EPA RRP Firm/ Worker Certification
- ❑ Current State of Mississippi- MDEQ Lead Abatement Firm Certification
- ❑ Current State of Mississippi- MDEQ Lead Abatement Supervisor Certification
- ❑ Current State of Mississippi- MDEQ Lead Abatement Worker Certification
- ❑ DUNS Registration (Must have an assigned DUNS Number to register on SAM.gov website)
- ❑ SAM.gov registration (Must receive "active" status and be assigned a CAGE Code when verified)
- ❑ Include completed M/W/SBE Application

SELECTION PROCESS

The selection committee, comprised of the LHRG program staff, will review qualifications in accordance with the evaluation criteria set forth herein, program objectives and policies

EVALUATION CRITERIA AND SCORING

In evaluating responses to this request, the LHRG program staff will take into consideration the experience, capacity, and certifications that are being presented by the Respondent.

QUESTIONS

Questions regarding this Request respondents should call Hattiesburg City Clerk at 601-545-4552.

SUBMITTAL DUE DATE

Statements of Qualifications will be received until 10:00 a.m., Thursday, January 18, 2024, in the City Clerk's Office in the Hattiesburg City Hall, located at 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403-1898. SOQs will be opened beginning at 10:00 a.m., Thursday, January 18, 2024.

Please keep all contents together, do not submit partial packets. Ensure all contents are included in the completed packet prior to submission. Responses to this Request can be mailed or hand delivered to: City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403-1898.

Each Respondent is responsible for labeling the exterior of the sealed envelope, marked in the lower left-hand corner with the words: **Request for Qualifications-Lead Abatement Contractor,** and the **Date of Bid Opening – Thursday, January 18, 2024.**

CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION.

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this Request submittal to the LHRG is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this request in its entirety and accepts its terms and conditions.

_____

(Name of Respondent)

_____

(Signature of Authorized Representative

_____

(Typed Name of Authorized Representative)

_____

(Title)

_____

(Date)

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

CONFLICT OF INTEREST DISCLOSURE REVIEW FORM

Program Management please review and verify the information contained in this disclosure form.

Name: _____ Program Name: _____

Address: _____ City, State, Zip: _____

TYPE OF POTENTIAL OR ACTUAL CONFLICT:

■ Applicant's Family Member is employee
Work in the program area? ☐ YES ☐ NO
Functions/responsibilities with
respect to program area? ☐ YES ☐ NO

■ Applicant is employee
Work in the program area? ☐ YES ☐ NO
Functions/responsibilities with
respect to program area? ☐ YES ☐ NO

☐ YES to any one of the above Family Member &/or Employee responses means there is a Conflict – Stop Process

■ Gifts to or from applicant? ☐ YES ☐ NO

■ Business Relations? ☐ YES ☐ NO

■ Legal Proceedings and Debarment? ☐ YES ☐ NO

☐ YES to any one of the above Gifts, Business Relations, &/or Legal Proceedings and Debarment responses means there is a Potential Conflict – Send to COI Review Committee

☐ Do not send to COI Review Committee if all of above responses are NO therefore, there is no conflict

Program Representative: _____ Date: _____

Supervisor: _____ Date: _____

Manager: _____ Date: _____

REVIEWED BY COI REVIEW COMMITTEE

RECOMMENDATION of COI Review Committee:

☐ Conflict – Stop Process ☐ No Conflict – Continue to Process ☐ Ask for HUD Waiver

Compliance: _____ Date: _____

Accounting: _____ Date: _____

Legal: _____ Date: _____

REQUEST REQUIREMENTS CHECKLIST

Please provide Checklist with response to Request

- ❑ Contractor Application
- ❑ Letter of Interest
  - Description of Company
  - Capacity of Company
  - Resumes for all trainer providers, including principal instructor(s)
- ❑ Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- ❑ Certificate of Insurance
- ❑ Official academic transcripts or diploma as evidence of meeting the education requirement
- ❑ Letters of reference, or documentation of work experience
- ❑ Certificates from train-the-trainer courses and/or lead specific training courses
- ❑ Evidence of Financial Stability (most recent financial statements)
- ❑ Certificate to do Business in the City of Hattiesburg
- ❑ MBE/WBE Certification, if applicable
- ❑ Conflict of Interest Statement form
- ❑ Authorization for Release of Information

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

AUTHORIZATION FOR RELEASE OF INFORMATION

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

_____
Company Name

_____
Authorized Representative Signature

_____
Printed Name of Authorized Signatory

_____
Date

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

CITY OF HATTIESBURG
LEAD HAZARD REDUCTION PROGRAM
LeadSafe Hattiesburg
220 FORREST STREET
HATTIESBURG, MS 39401

CONTRACTOR APPLICATION

Date: _____

I. FIRM IDENTIFICATION:

NAME: _____

ADDRESS: _____

CITY:_____STATE:_____ZIP CODE: _____

BUSINESS PHONE: _____HOME PHONE: _____

MONTH & YEAR ESTABLISHED: _____

II. OWNERSHIP OF FIRM:

Type of Ownership? Individual_____Partnership _____ Corporation _____

Is more than 50% ownership owned by a minority or female? _____

Name and address of all stockholders and/or partners:

NAME. TITLE. ADDRESS	% OF OWNERSHIP
_____	_____
_____	_____
_____	_____

III. MANAGEMENT (Use same format for additional management personnel)

NAME:_____POSITION: _____

EDUCATION: _____

MANAGEMENT OR TECHNICAL TRAINING: _____

_____

IV. As a general contracting firm, list the work the firm normally performs with its own forces:
(Please Check) Commercial _____ Residential _____

New Construction_____Remodeling_____Repairs_____Demolition _____

Lead Remediation (please specify) _____

V. ABILITY TO PERFORM WORK: RESOURCES

(1) Labor

Supervisory Personnel, including Lead Supervisors

NAME	YEARS EXPERIENCE	RESPONSIBILITIES

Regular Office Force

NAME	POSITION & RESPONSIBILITIES

Number of Regular Field Workers by Trades, Including Lead Certified workers.

TRADE	Number of Workers

Names of Remainder of Personnel not already listed on this form:

_____

_____

_____

(2) Trade References

List material suppliers who will carry your firm's account for thirty (30) days more.

NAME	PHONE #	CONTACT PERSON

(3) Supervision: Will be contractor personally supervise the "on-the-job" work? If not, can he readily secure competent supervision?

(4) Professional/Technical Assistance
Name, address and telephone number of firm's attorney (if any)

(5) List of Equipment, tools, machinery currently owned by firm

VI. LICENSES/CERTIFICATE:

Licenses and Certificates in Effect

(ALL PROOF OF LICENSES REQUIRED)

Type	Amount

VII. CONTRACTS OR JOBS RECENTLY COMPLETED: (List all for previous year; attach another page if necessary).

NAME/ADDRESS	PHONE #	DESCRIPTION	AMOUNT

VIII. CONTRACTS OR JOBS IN HAND:

NAME/ADDRESS	PHONE #	DESCRIPTION	AMOUNT

IX. FINANCIAL:

Name of Bank and Branch	Name of Loan Officer Familiar with contractor's credit

Average size of monthly payroll during preceding 12 months: _____

X. INSURANCE REQUIREMENTS (see attached)

A. Proof of Insurance required, attach Certificate of Insurance

B. Record of Surety and Fidelity Bonds: (List bonds obtained during last two years - bids payment or performance).

Date	Contract or Job	Type of Bond	Amount Surety Company & Agent

C. Is there any pending litigation with which your company is engaged? If so, please state the nature of this litigation.

D. Does anyone working with this firm have a financial investment with any other contracting firm associated with the City of Hattiesburg ? If so, state with whom and the particular interest.

XI. COMMENTS:

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, January 18, 2024, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Lead Abatement firms certified with the State of Mississippi-MDEQ and have Lead Abatement Supervisor, and Lead Abatement Worker disciplines. All lead abatement work must be performed according to the specifications described in the protocols for lead remediation with the City of Hattiesburg and in the US Dept. of Housing and Urban Development (HUD) *"Guidelines for the Evaluation and Control of Lead- Based Paint Hazards in Housing"* and all other applicable Federal, State, and Local regulations, as needed for the City of Hattiesburg's LeadSafe Hattiesburg Program.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "**Request for Qualifications-Lead Abatement Contractor**" and the **DATE OF BID OPENING: Thursday, January 18, 2024.**

Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's LeadSafe Hattiesburg Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19th day of December 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor
PUBLISH Once in the Non-Legal Section: Thursday, December 28, 2023

Memorandum

To: Mayor Toby Barker and Members of City Council

From: Neal Rockhold , Lieutenant

cc: Peggy Sealy, Chief of Police, Kermas Eaton, City Clerk

Date: Tuesday, December 19, 2023

Re: Approve Specifications and Authorize publication of an advertisement to purchase One (1) or more Police Pursuit package vehicles with a driver-side spotlight, white, black or gray in color, for the Hattiesburg Police Department.
File Number: 2023-904
Minute Book #

Summary

Recommendation Statement

Please place this on the December 19, 2023 City Council meeting for consideration.

Hattiesburg Police Department

Request for Sealed Bids

One (1) or more Police Pursuit package vehicles with driver side spotlight white, black or Grey in color for the Hattiesburg Police Department.

The following represents specifications for Police Pursuit package vehicles with driver side spotlight white, black or Grey in color for purchase:

Driver side LED spotlight

Gasoline Engine 5.7L V8

Transmission: Minimum of 6 speed automatic

Independent Front and Rear Suspensions Systems

Cloth Front seats W/ Rear Vinyl seats

Interior Color black, gray or tan.

Vinyl Floor Covering

Color: White, Black or Grey Exterior

Full size spare

All vehicles provided under this bid should be new from the factory.

All vehicles shall have an automatic transmission.

All vehicles shall be equipped with an AM/FM Radio with Bluetooth capability and at least one cellular phone charging port.

A minimum of two key sets is required per vehicle.

Air conditioning is required.

To the extent possible, all vehicles must be the best in class for fuel efficiency.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. On Thursday, January 11, 2024, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at www.hattiesburgmsbids.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662) 407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on January 18th, 2024, at 10:00 a.m.

One (1) or more Police Pursuit package vehicles with driver side spotlight white, black or Grey in color for the Hattiesburg Police Department

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 19th day of December, 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eatons/
CITY CLERK

Memorandum

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

From: **Hunter White, Deputy Director**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Approve specifications and authorize publication of Advertisement for Highway 11 Lighting Project for the City of Hattiesburg Engineering Department.**
File Number: 2023-907
Minute Book #

Summary
Approve specifications and authorize publication of Advertisement for Highway 11 Lighting Project for the City of Hattiesburg Engineering Department.

Recommendation Statement
I recommend approval of specification and authorization of publication.

Please place this on the December 19, 2023 City Council meeting for consideration.

Contract Documents And Technical Specifications
FOR

HIGHWAY 11 LIGHTING PROJECT

FOR THE

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
Forrest County

September 2023

Prepared By

VIRGIL GLEN REED
REGISTERED PROFESSIONAL
ENGINEER
#11536
STATE OF MISSISSIPPI
09-28-2023

NEEL-SCHAFFER
Solutions you can build upon

CONTENTS

Bidders Information and Bid Forms

Advertisement for Bids 00030-1
Instructions to Bidders 00100-1
Bidder's Proposal 00300-1
Contract Forms 00500-1

Project Manual

EJCDC 00700-1
Supplementary Conditions 00800-1

Technical Specifications

Division 01 – General Requirements

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ADVERTISEMENT FOR BIDS

HIGHWAY 11 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **February 8**, 2024 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of lighting along Highway 11 from Jervis Mims Road to approximately Richburg Road. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgmsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgmsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Assistant Engineer Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

January 7, 2024

January 14, 2024

INSTRUCTIONS TO BIDDERS

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted on the forms furnished by the Owner and the envelope (if not submitted electronically) containing the Proposals must be addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope (if not submitted electronically) containing the Proposal shall bear the inscription:

SEALED BID FOR: HIGHWAY 11 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked “ORIGINAL” and one photocopy (Xerox or similarly reproduced copy) marked ‘PHOTOCOPY” of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within during the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of $50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

If a contract award is made, the successful Bidder will be furnished (free of charge) two additional sets of the Plans and Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as

will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable

schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms “Contract Drawings” and “Plans”, are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient

information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item. Staking of proposed light and secondary power controller locations shall be considered an absorbed item.

28. CONTRACT TIME

The number of calendar days to complete the work will be **180** calendar days for the Base Bid Work.

The calendar date for completion of the work to be performed by the Contractor for this project shall be a specified completion date. The specified completion date for this project will be calculated by adding the above number of calendar days to the date of the notice to proceed.

29. MDOT PERMIT

Bidders are advised that the successful bidder will be required to fill out the remainder of the MDOT Permit Application. A copy of the permit application is included in Appendix A.

Temporary Lane Closures shall be permitted between the hours of 8:30 am and 4:00 pm Monday Thru Friday. Temporary Lane Closures shall be limited to 3 hours maximum. Any Lane Closures that need to exceed 3 hours shall be done at night from 8:00 pm to 6:00 am Monday thru Friday.

BIDDER'S PROPOSAL

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

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Prices Bid and Approximate Quantities 00300-4

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Proposed Subcontractors 00300-11

BIDDER'S PROPOSAL

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

_____
(Address of Bidder)

for construction of the Highway 11 Lighting Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to

Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities - Base Bid					
Pay Item	**Pay Item Description**	**Unit**	**Qty**	**Unit Price**	**Price Extension**
618-A	MAINTENANCE OF TRAFFIC	LS	1	XXXX	
618-B	ADDITIONAL CONSTRUCTION SIGNS	SF	1	$10.00	$10.00
620-A	MOBILIZATION	LS	1	XXXX	
203-I	SITE GRADING	SY	710		
216-B	SOLID SODDING, CENTIPEDED	SY	710		
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 6, 3 CONDUCTOR	LF	7,150		
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 2, 3 CONDUCTOR		3,400		
682-B	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 6, 3 CONDUCTOR		600		
682-B	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 2, 3 CONDUCTOR		170		
684-A	POLE FOUNDATION, 24” DIAMETER		65		
683-B	LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 35-2-0-159		59		
682-F	SECONDARY POWER CONTROLLER		2		
682-D	UNDERGROUND PULL BOX		6		
				Total Base Bid $	

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.
NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS ($_____)
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

Respectfully Submitted,

_____
Contractor(s)

By: _____
Title

_____

_____
Address

BIDDER'S CORPORATE DECLARATION

(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date:_____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President	Secretary
Treasurer	

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address	Address

NON-COLLUSION AFFIDAVIT

HIGHWAY 11 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being first duly sworn,
(Person)
deposes and says that he is _____

_____

_____
(Sole owner, a partner, president, secretary, etc.)

of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

_____
Affiant

Sworn to and subscribed before me this _____day of _____, 20_____.

_____
Notary Public in and for

_____ County,

(SEAL)

My Commission Expires
_____, 20_____.

BID BOND

HIGHWAY 11 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of $_____for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

_____
Contractor

SEAL By: _____

_____
Surety

SEAL By: _____

PROPOSED SUBCONTRACTORS

HIGHWAY 11 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

HIGHWAY 11 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

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CONTRACT

HIGHWAY 11 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

This Contract, made this the _____ day of _____, 20___, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____doing business as a _____ located in _____hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Highway 11 Lighting Project" in strict accordance with the Contract Documents and the Contract Drawings.

2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.

3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.

4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ _____ ($ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable

attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

_____

($_____).

7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

_____

($_____).

8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.

9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.

10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER	**CONTRACTOR**
BY _____	**BY** _____
ATTEST _____	**ATTEST** _____
(Seal)	**(Seal)**

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of_____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

_____

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

_____

CORPORATE CERTIFICATE

I, _____certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

_____

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.

2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.

3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.

4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.

8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, $(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of :

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.
PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____ (Principal) Secretary

(Seal)

_____ Principal

By_____

_____ (Address)

_____

_____ Witness as to Principal

_____ (Address)

_____

_____ Surety

ATTEST:

By_____

_____ Witness as to Surety

_____ (Address)

_____ (Address)

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____Dollars, $(_____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____day of _____, 20 _____.

ATTEST:

_____ (Principal) Secretary

(Seal)

_____ Principal

By_____

_____ (Address)

_____

_____ Witness as to Principal

_____ (Address)

_____ Surety

ATTEST:

By_____

_____ Witness as to Surety

_____ (Address)

_____ (Address)

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Highway 11 Lighting Project
City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of $_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by_____this, the _____day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
HIGHWAY 11 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By_____

Title_____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____CONTRACT NUMBER:_____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	$
CURRENT CONTRACT AMOUNT:	$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ _____

ENGINEER DATE

NEEL-SCHAFFER, INC.

ACCEPTED BY: _____ _____

CONTRACTOR DATE

ACCEPTED BY: _____ _____

OWNER DATE

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 Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

_____

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *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 Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

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20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

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administrative requirements and procedural matters applicable thereto.

44. *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 at the Site.

45. *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 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.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *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 any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review**:**

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

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(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

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in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

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3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

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deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall 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 of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

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Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

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or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

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ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

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arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

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properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

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8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

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promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A.Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

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resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

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by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

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be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

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payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the 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 Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. 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.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. 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 responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

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inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

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Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

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under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

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governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

   A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.

   B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.

   C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

   The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

   Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

   In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

   The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

   Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.

B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.

C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER.** The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
    a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS ($1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER.**
    b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.

ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

c. CONTRACTOR'S Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER.**

d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:

i. **CONTRACTOR'S** own automobiles and trucks.

ii. Hired and non-owned automobiles and trucks.

iii. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.

e. OWNER'S Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS ($1,000,000).

f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS ($5,000,000).

g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER.**

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

"Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to "safety" elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the "safety" aspects of Contractor's performance, or any other matter relating to the Contractor's means, methods, techniques, sequences or procedures. Contractor's contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations"

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02.A, Application for Payments, is deleted in its' entirety and the following substituted therefore:

A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least $500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.

B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.

C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.

D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Final Completion of the work. The **CONTRACTOR** will be subject to liquidated damages in the amount of **$750** for each consecutive calendar day after the time stipulated for Final Completion of the work. The actual costs includes, but is not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of $750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.

B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.

D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

A. The Work included in the Contract shall be as described in the Contract Documents.

B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.

B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.

C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
   1. Work by other contractors.
   2. OWNER use.
   3. Public use.

B. Coordinate use of work site under direction of ENGINEER.

C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.

D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.

E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.

B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.

B. Intent:
   1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
   2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.

B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.

B. Changes in Contract Price: General Conditions and Contract Forms.

C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.

B. A station when used as a definition or term of measurement will be 100 linear feet.

C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.

D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.

E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.

G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.

H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.

I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.

J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.

K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:

1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.

2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.

3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.

4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.

O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.

P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.

B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.

C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.

D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.

E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.

F. When requested by ENGINEER, support values with data that will substantiate their correctness.

G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.

H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.

I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.

B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

A. Application Form:
   1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
   2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
   3. Execute certification with signature of a responsible officer of the CONTRACTOR.

B. Continuation Sheets:
   1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
   2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
   3. List each Change Order executed prior to date of submission by Change Order Number and description.
   4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
   1. The payment item to which the substantiating data applies.
   2. Application number and date.
   3. Detailed list of enclosures.
   4. For stored materials:
      a. Item number and identification as shown on application.
      b. Description of specific material and invoice of delivered material.

c. Consolidated inventory of stored materials showing:
   (1) Materials received.
   (2) Materials used.
d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
e. Stored Materials shall be inventoried jointly prior to each pay request.

B. Submit one copy of data for each copy of application for payment.

C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.

D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.

E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

A. Fill in application form as specified for progress payments.

B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.

B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.

C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.

B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.

B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.

B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.

C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.

D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.

B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.

B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.

C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.

D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.

B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

   The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.

D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.

E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045

CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

A. Make its several parts fit together properly.

B. Uncover portions of the Work to provide for installation of ill-timed work.

C. Remove and replace defective work.

D. Remove and replace work not conforming to requirements of the Contract Documents

E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:

1. Work of the Owner or any separate contractor.

2. Structural value or integrity of any element of the Project or work.

3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.

4. Efficiency, operational life, maintenance or safety of operational elements.

5. Visual qualities of sight-exposed elements.

B. Request shall include:

1. Identification of the work.

2. Description of affected work.

3. The necessity for cutting, alteration or excavation.

4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

5. Description of proposed work:

   a. Scope of cutting, patching, alteration, or excavation.

   b. Trades who will execute the work.

   c. Products proposed to be used.

   d. Extent of refinishing to be done.

6. Alternatives to cutting and patching.

7. Cost proposal, when applicable.

C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, inspect conditions affecting installation of products or performance or work.

C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.

B. Provide devices and methods to protect other portions of Project from damage.

C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

C. Employ original installer or fabricator to perform cutting and patching for:

1. Weather-exposed or moisture-resistant elements.

2. Sight-exposed finished surfaces.

D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.

F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

1. For continuous surfaces, refinish to nearest intersection.

2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall provide and pay for field engineering services for:

1. Survey work required in execution of work.

2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.

B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.

C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.

D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.

E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Engineer.

2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.

2. Batter boards for structures.

C. From time to time, verify layouts by same methods.

D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.

B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.

B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly form the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN American Association for Nurserymen
1250 I Street N.W., Suite 500
Washington, DC 20005
(202) 789-2900

AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, N.W., Suite 225
Washington, DC 20001
(202) 624-5800

ACI American Concrete Institute
Post Office Box 19150
22400 W. Steven Mile Road
Detroit, MI 48219
(313) 532-2600

ACPA American Concrete Pipe Association
8320 Old Courthouse Road, Suite 201
Vienna, VA 22180
(703) 821-1990

AI Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

1776 Mass Avenue N.W., Suite 500
Washington, DC 20036
(202) 659-3537

CRSI Concrete Reinforcing Steel Institute
933 N. Plum Grove Road
Schaumberg, IL 60173
(312) 517-1200

DIPRA Ductile Iron Pipe Research Association
245 Rivercase Parkway E., Suite 100
Birmingham, AL 35244
(205) 988-9870

FS Federal Specification General Services Administration
Specifications and Consumer Information & Distribution
Section (WFSIS) 7 and D Street S.W., Room 654
Washington, DC 20407
(202) 472-2140

IEEE Institute of Electrical and Electronic Engineers Service Center
345 E. 47th Street
New York, NY 10017
(212) 705-7900

MDOT Mississippi Department of Transportation
P. O. Box 1850
Jackson, Ms 39215-1850
(601) 359-1213

MIL Department of the Navy
Navel Publications and Forms Center
5801 Torbor Avenue
Philadelphia, PA 19120-5099
(215) 697-2667

NEC National Electric Code
National Fire Protection Association
Batterymarch Park
Quincy, MA 02269
(617) 770-3000

NEMA National Electrical Manufacturer's Association
2101 L Street, NW, Suite 300
Washington, DC 20037
(202) 457-8400

NSPE National Society of Professional Engineers

1420 King Street
Alexandria, VA 22314
(703) 684-2835

OSCI — Office of Standards Code and Information
National Bureau of Standards
Gaithersberg, MD 20899
(301) 975-4029

PCA — Portland Cement Association
5420 Old Orchard Road
Skokie, IL 60077
(312) 966-6200

PCI — Prestressed Concrete Institute
175 W. Jackson Blvd., Suite 1859
Chicago, IL 60604
(312) 786-0300

SMACNA — Sheet Metal and Air Conditioning
Contractors' National Association
Post Office Box 70
Merrifield, VA 22116
(703) 790-9890

SSPC — Steel Structures Painting Council
4400 5th Avenue
Pittsburgh, PA 15213
(412) 268-3327

UL — Underwriter's Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60062
(312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01200

PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
   1. Prepare agenda for meetings.
   2. Make physical arrangements for meetings.
   3. Preside at meetings.
   4. Record the minutes; include significant proceedings and decisions.
   5. Reproduce and distribute copies of minutes.

B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.

C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.

B. The following are expected to be in attendance:
   1. OWNER'S Representative and other staff as appropriate.
   2. ENGINEER and his professional consultants as appropriate.
   3. ENGINEER's Resident Project Representative.
   4. CONTRACTOR's Representative and Construction Superintendent.
   5. Subcontractors as appropriate.
   6. Utility representatives as appropriate.
   7. Others as appropriate.

C. The following matters are expected to be addressed:
   1. Distribution and discussion of:
      a. List of major subcontractors.
      b. Project construction schedules.
   2. Critical work sequencing.
   3. Project Coordination.
   4. Designation of responsible personnel.
   5. Procedures and processing of:

a. Field decisions.
b. Proposal requests.
c. Submittals.
d. Change Orders.
e. Applications for Payment.

6. Distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
   a. Office, work and storage areas.
   b. OWNER'S requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Housekeeping procedures.
12. Insurance certifications.
13. Liquidated damages for delay.
14. Weekly job meetings.
15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.

B. Special construction progress meetings will be held as required by progress of the Work.

C. The following are expected to be in attendance:
1. OWNER Representative and other staff as appropriate.
2. The ENGINEER and his professional consultants as appropriate.
3. CONTRACTOR's Representative and/or construction Superintendent.
4. Subcontractors as appropriate.
5. Suppliers as appropriate.
6. Others as appropriate.

D. The following matters are expected to be addressed:
1. Review and approve minutes of previous meeting.
2. Review of work progress.
3. Field observations, problems, conflicts.
4. Problems which impede Construction Schedule.
5. Review of off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain Construction Schedule.
7. Revisions to Construction Schedule.
8. Progress and schedule during succeeding work period.
9. Payment applications and processing.
10. Submittals.
11. Maintenance of quality standards.
12. Changes, substitutions, and Change Orders.

13. Review proposed changes for:
    a. Effect on Construction Schedule and completion date.
    b. Effect on other contracts of the Project.
14. Other matters as appropriate.
15. Record drawings.

E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.

F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall comply with the General Conditions.

B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar for each trade or operation.

2. Horizontal time scale; identify the first work day of each week.

3. Scale and spacing: To allow for notations and future revisions.

4. Minimum sheet size: 8-1/2 inches by 11 inches.

B. Format of listings: The table of contents of the Contract Documents.

C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning, and completion of each major element of construction.

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show an anticipated monthly payment schedule.

B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:

1. The dates for Contractor's submittal.

2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.

2. Activities modified since previous submission.

3. Revised projections of progress and completion.

4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.

2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

A. Submit initial schedules in accordance with the General Conditions.

1. Engineer will review schedules and return review copy within ten (10) days after receipt.

2. If required, Contractor shall resubmit within seven (7) days after return of review copy.

B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:

1. Submittal Description and Number assigned.

2. Date to Engineer.

3. Date returned to Contractor (from Engineer).

4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).

5. Date of Resubmittal and Return (as applicable).

6. Date material released (for fabrication).

7. Projected date of fabrication.

8. Projected date of delivery to site.

9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.

B. Determine and verify:

1. Field measurements.

2. Field construction criteria.

3. Catalog numbers and similar data.

4. Conformance with Specifications and indicate all variances from the Specifications.

C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.

F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.

G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.

I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.

B. The review of drawings and schedules will be general, and shall not be construed:

1. as permitting any departure from the Contract requirements;

2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;

C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.

D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
2. Make Corrections Noted.
3. Revise and Resubmit.
4. Rejected.
5. Submit Specified Item.

E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.

F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.

G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
   1. "Revise and Resubmit"
   2. "Rejected"

I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.

J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.

K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.

L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.

M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.

N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.

O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer’s charges to the Owner under the terms of the Engineer’s agreement with the Owner.

P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

A. Shop drawings shall be complete and detailed.

B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Number and title of the drawing.

2. Date of drawing or revision.

3. Name of project building or facility.

4. Name of contractor and subcontractor submitting drawing.

5. Clear identification of contents and location of the work.

6. Specification number and title.

D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.

E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.

F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.

G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.

I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.

B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Name of Contractor and Subcontractor

3. Material or Equipment represented

4. Place of Origin

5. Name of Producer and Brand (if any).

6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.

D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

A. Release, revoke, alter or enlarge on requirements of Contract Documents.

B. Approve or accept any portion of the Work.

C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.

B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.

D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2 To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

A. Conform to applicable specifications and standards.

B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.

C. Manufactured and Fabricated Products:

1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.

2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

3. Two or more items of the same kind shall be produced, by the same manufacturer.

4. Products shall be suitable for service conditions.

5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.

B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.

C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.

E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.

B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.

1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.

2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.

3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.

4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.

C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.

1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.

2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.

B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weathertight enclosures.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.

4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.

C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.

D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.

E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.

G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.

H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

1. For Products specified only by reference standard, select any product meeting that standard.

2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:

   a. Comparison of the qualities of the proposed substitution with that specified.

   b. Changes required in other elements of the work because of the substitution.

   c. Effect on the construction schedule.

   d. Cost data comparing the proposed substitution with the Product specified.

   e. Any required license fees or royalties.

   f. Availability of maintenance service, and source of replacement materials.

3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.

2. Will provide the same warranties or bonds for the substitution as for the Product specified.

3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.

4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
   1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
   2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.

B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.

C. In making request for substitution, CONTRACTOR represents:
   1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
   2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
   3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.

D. Proposed substitutions will not be accepted if:
   1. They are only shown or implied on the Shop Drawings.
   2. Acceptance will require substantial revision of Contract Documents.
   3. They will change design concepts or Specifications.
   4. They will delay completion of the Work, or the work of other contractors.

E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.

F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.

H. Engineering Costs:
   1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
   2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.

I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.

C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

A. Conformed Drawings.

B. Conformed Specifications.

C. Change Orders and other Modifications to the Contract.

D. Engineer's Field Orders or written instructions.

E. Approved Shop Drawings, Working Drawings and Samples.

F. Field Test records.

G. Construction photographs.

H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in a manner and location to prevent damage.

1. Provide files and racks for storage of documents.

2. Provide secure storage space for storage of samples.

B. File documents and samples in accordance with CSI section numbers.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Owner.

E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

A. Label each document "PROJECT RECORD" with rubber stamp.

B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.

C. Legibly mark drawings to record actual construction:

1. The Contractor shall use the following color code in marking Contract Drawings:

   a. Yellow for no change.

   b. Red to indicate additions, deletions and changes.

2. Elevations of various structure elements in relation to elevation datum.

   a. Elevations referenced to control points established by the Owner's agent.

   b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.

3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.

4. Field changes of dimension and detail.

5. Changes made by Field Order or by Change Order.

6. Details not on original contract drawings.

D. Specifications and Addenda; Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

2. Changes made by Field Order of by Change Order.

E. Shop Drawings (after final review):

F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date.

2. Project title and number.

3. Contractor's name and address.

4. Title and number of each Record Document.

5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.

B. Co-execute submittals when so specified.

C. Review submittals to verify compliance with Contract Documents.

D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.

B. Number of original signed copies required. Two (2) each.

C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.

1. Product or work item.

2. Firm, with name of principal, address and telephone number.

3. Scope.

4. Date of beginning warranty, and bond.

5. Duration of warranty.

6. Provide information for Owner's personnel:

    a. Proper procedure in case of failure.

    b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

Appendix A

MDOT Permit

APPROVED
By PLHinricks at 8:20 am, Oct 10, 2023

MBERGIN@HATTIESBURGMS.COM

MND-004
Rev. 2011

PERMIT NO. 6-23-1811-0648

DC
RL

Applicant Contact Name: Marybeth Bergin
Applicant Contact Phone #: 601-545-4640

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO LOCATE CERTAIN FACILITIES ON OR TO PERFORM CERTAIN WORK ON STATE HIGHWAY RIGHT OF WAY

(Please Print) Name: CITY OF HATTIESBURG (Company (or) Individual) Address: 212 West Front Street (Street/Route)

Hattiesburg	Forrest	Mississippi	39401
City	County	State	Zip Code

herein called the applicant, who does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to construct Highway Lighting Assemblies and all the necessary facilities on or across

Highway No. 11 between Jervis Mims Road and Richburg Road

Latitude (decimal degrees) +31.264187° (B.O.P.) / +31.292583° (E.O.P.) Longitude (decimal degrees) -89.335739° (B.O.P.) / -89.323128° (E.O.P.)

in Forrest County, Mississippi and in consideration of this permit being granted, said applicant does hereby agree to perform the above work in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to the following provisions:

(a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
(b) The plan of the proposed work or facility set out below or attached hereto is incorporated herein by reference and made a part of this application as if fully described herein by words and figures.
(c) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.
(d) It is agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the process of the proposed work or maintenance of this work or facility except as shown on the plan.
(e) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.
(f) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for any necessary alterations.
(g) The Mississippi Department of Transportation may at any time require and compel the removal or relocation of any facility herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. All expense of said removal or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
(h) The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.
(i) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.
(j) The Mississippi Department of Transportation in granting this permit does not in any way assume the maintenance or upkeep of the facility or proposed improvement herein described. Nor, will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement regardless of the source or cause of such damage.
(k) A copy of the approved plan is to be kept at the site of the work at all times while work is in progress.
(l.) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.

Note:
Please, see MDOT Supplemental Pages 1-8

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PERMIT NO. 6-23-18-11-0648

(m.) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

Witness my signature this 26 day of SEPTEMBER 2023, which is applicable to sheets 1 through 28 of permit number 6-23-18-11-0648.

Mary E Bergin
Signature of Applicant

By: Marybeth Bergin, P.E., City Engineer
Printed Name and Title

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority, Marybeth Bergin (Printed Name of Applicant) whose names(s) is (is/are) subscribed to this instrument as the Engineering Director (Title of Applicant) of City of Hattiesburg (Name of Company (or) Individual) who having been first fully sworn acknowledged that they executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity therein expressed and on the date above written.

Given under my hand and seal of office this the 26th day of September 2023

Patricia N. Bryant
Signature of Notary Officer

My Commission Expires:

STATE OF MISSISSIPPI
LAKECIA N BUCKHALTER
NOTARY PUBLIC
FORREST COUNTY
My commission expires July 17, 2027
Commission number 208882

Field Inspection By: P. L. Hinrichs Oct. 5, 2023

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brian Ratliff
Deputy Executive Director/Chief Engineer

By: 10/09/2023

Installation Inspection By: _____ 20____

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PERMIT NO 6-23-18-1-0648

Mississippi Department of Transportation
Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Marybeth Bergin, P.E.
Printed Name of Applicant

Mary E Bergin
Signature of Applicant

MND-005
Rev. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

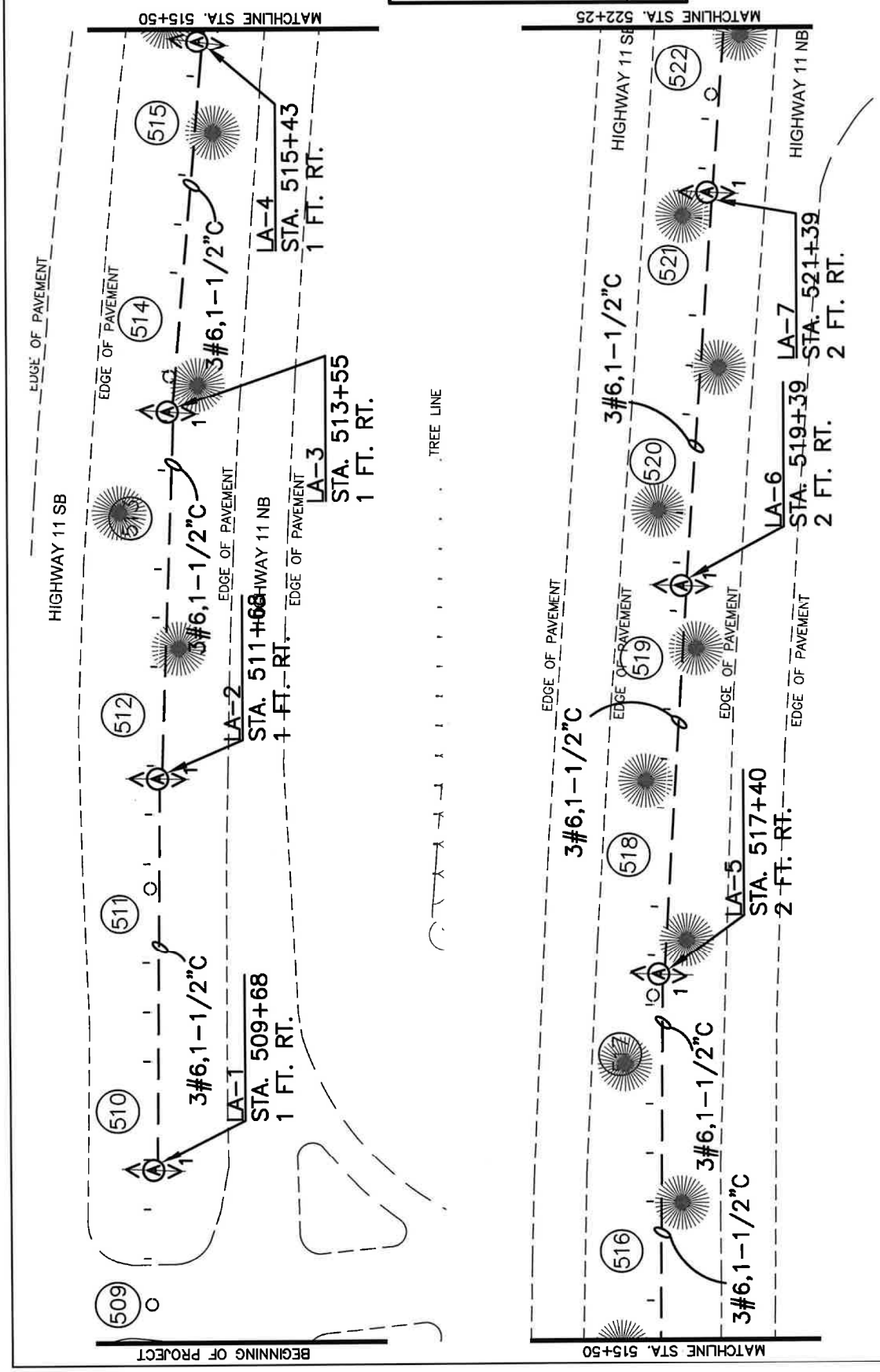
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APPLICANT	MDOT	
DATE	DATE	BY

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
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MND-004

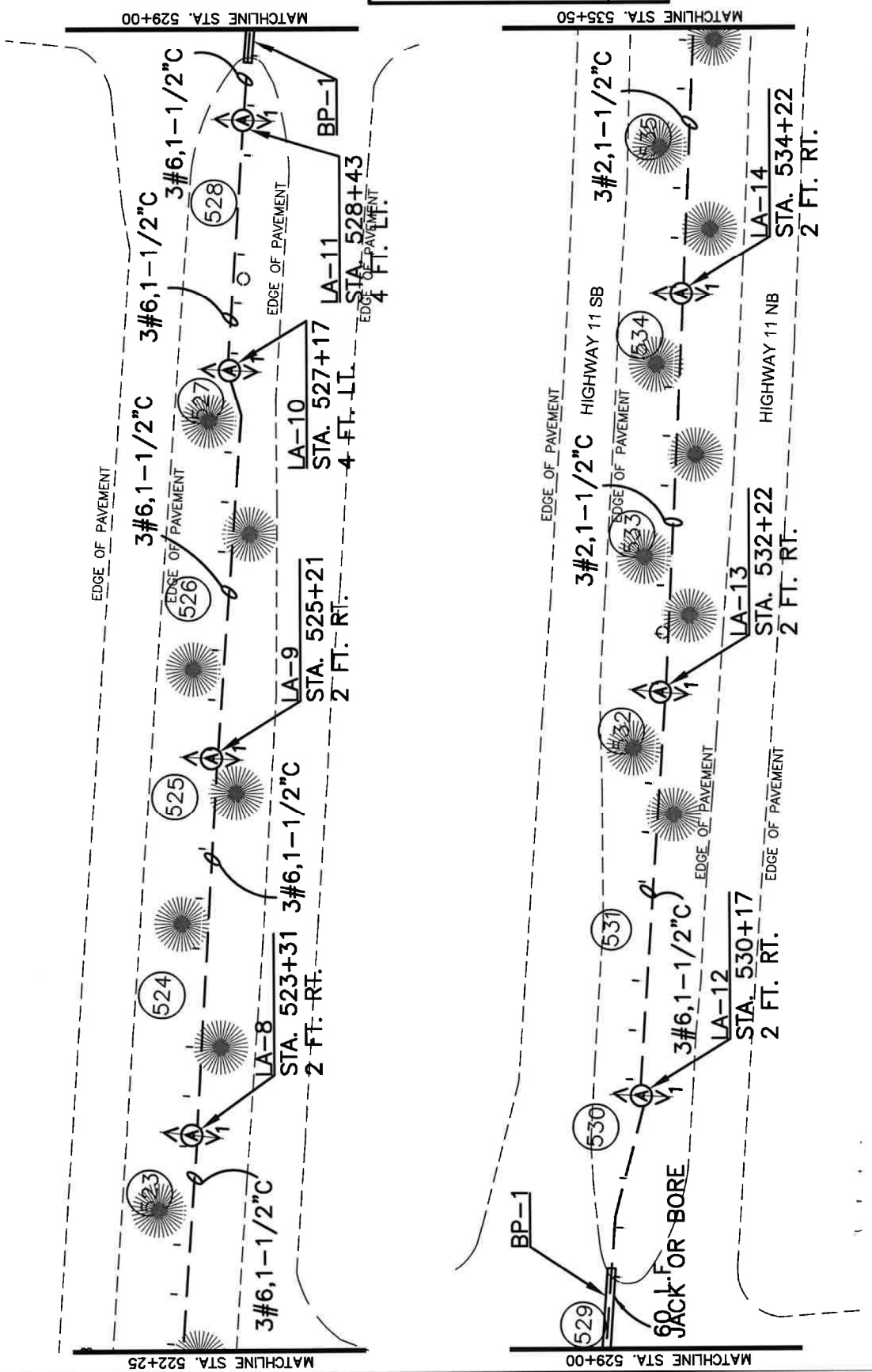
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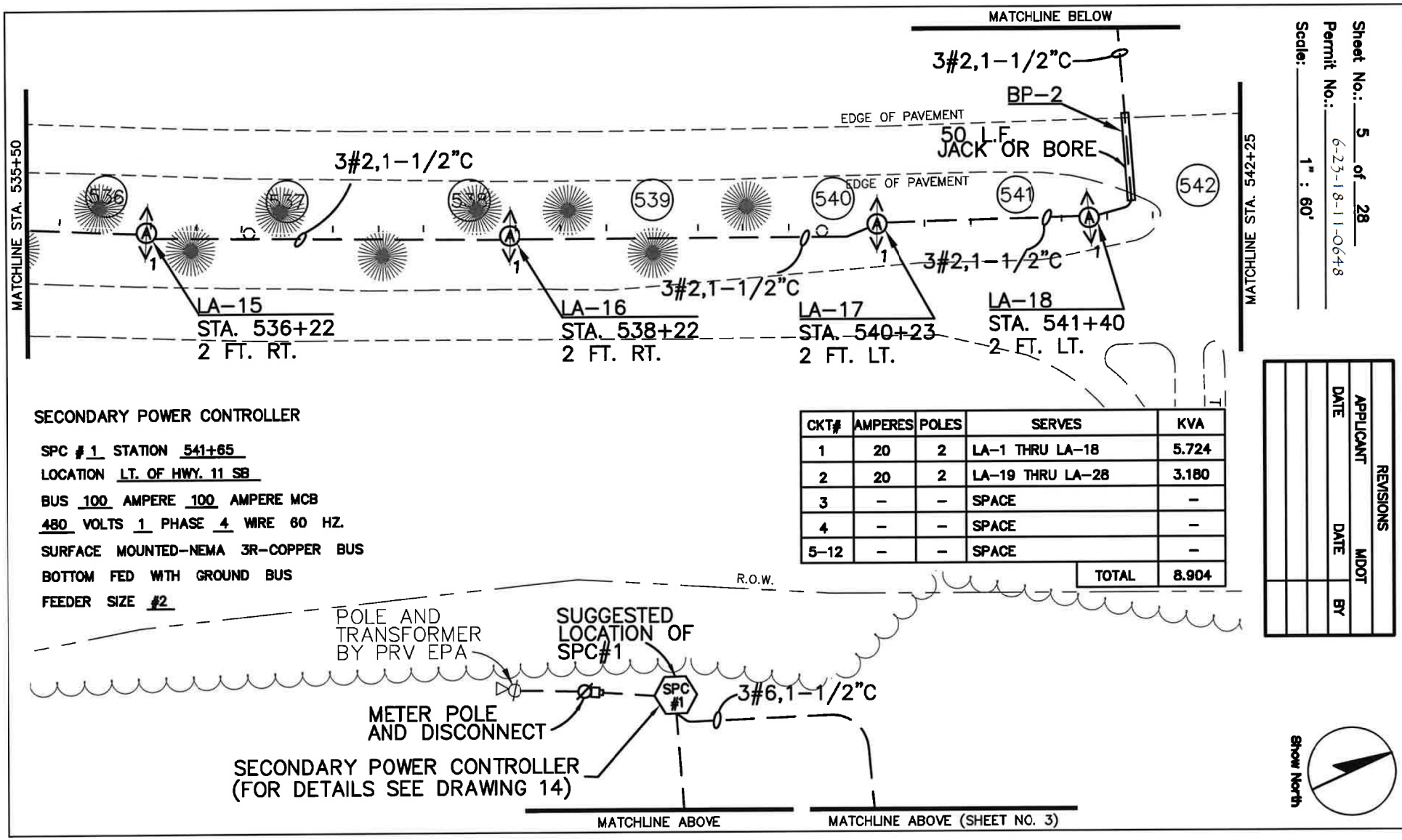
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SECONDARY POWER CONTROLLER

SPC # 1 STATION 541+65

LOCATION LT. OF HWY. 11 SB

BUS 100 AMPERE 100 AMPERE MCB

480 VOLTS 1 PHASE 4 WIRE 60 HZ.

SURFACE MOUNTED-NEMA 3R-COPPER BUS

BOTTOM FED WITH GROUND BUS

FEEDER SIZE #2

CKT#	AMPERES	POLES	SERVES	KVA
1	20	2	LA-1 THRU LA-18	5.724
2	20	2	LA-19 THRU LA-28	3.180
3	–	–	SPACE	–
4	–	–	SPACE	–
5-12	–	–	SPACE	–
			TOTAL	8.904

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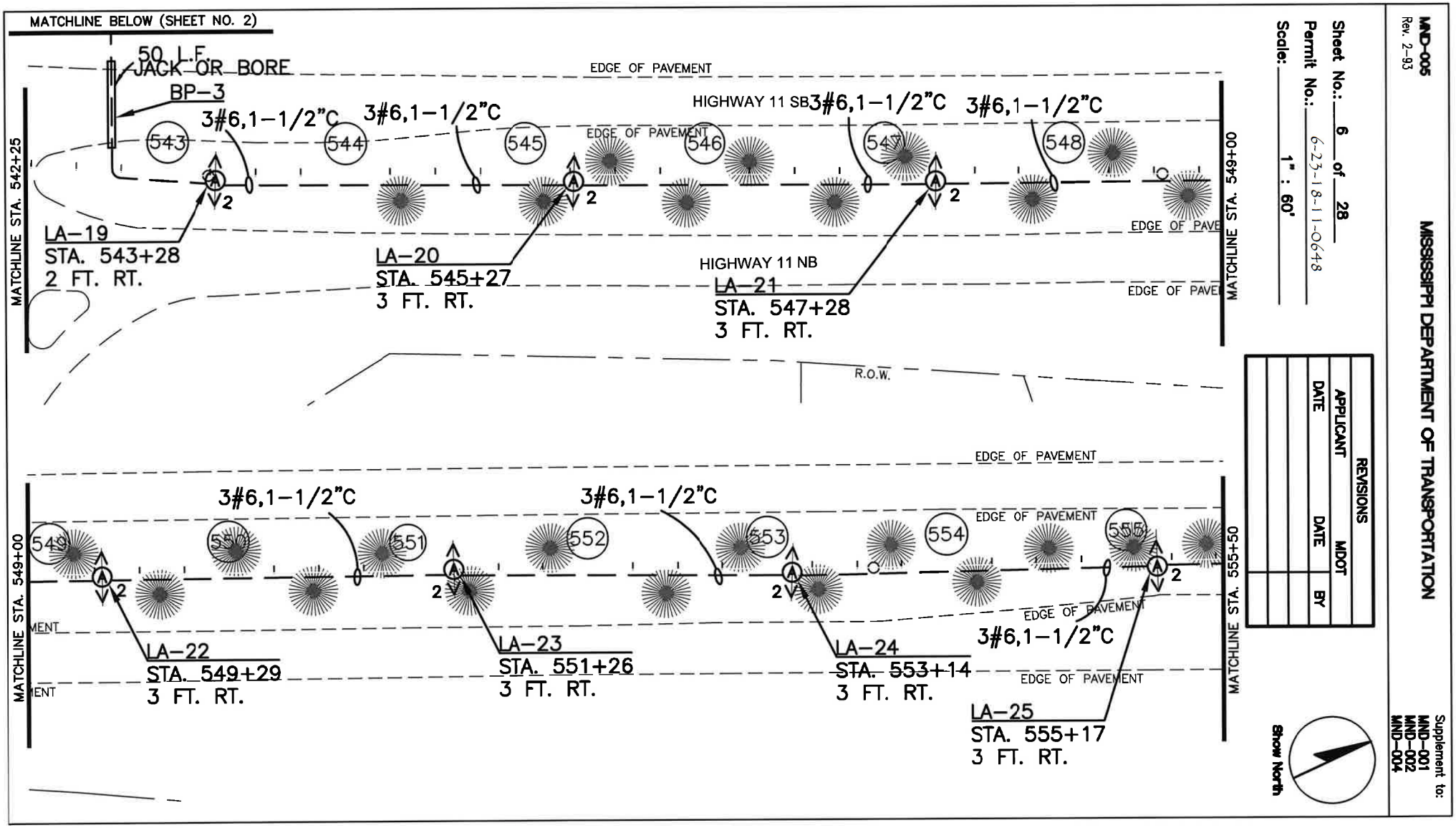
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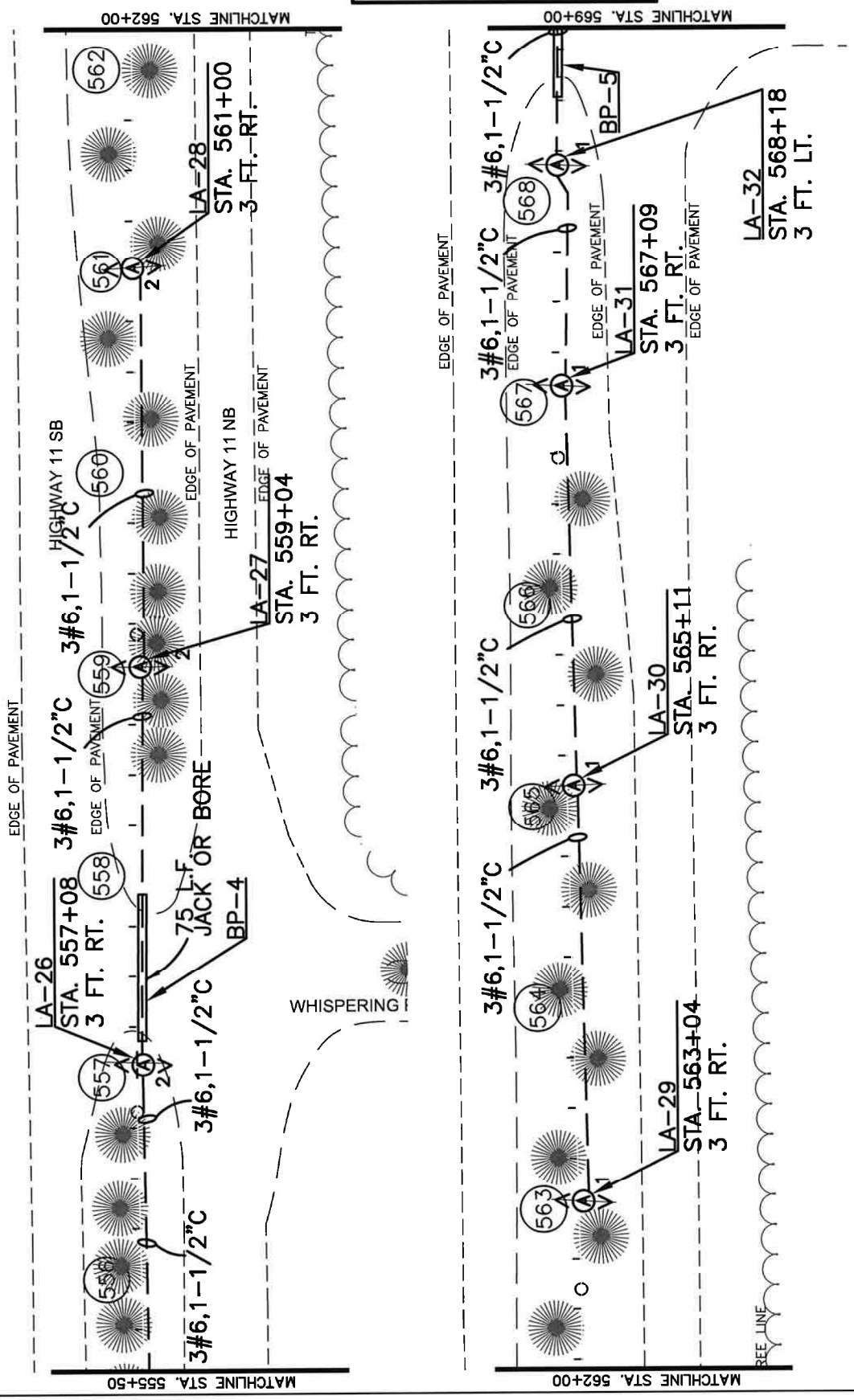
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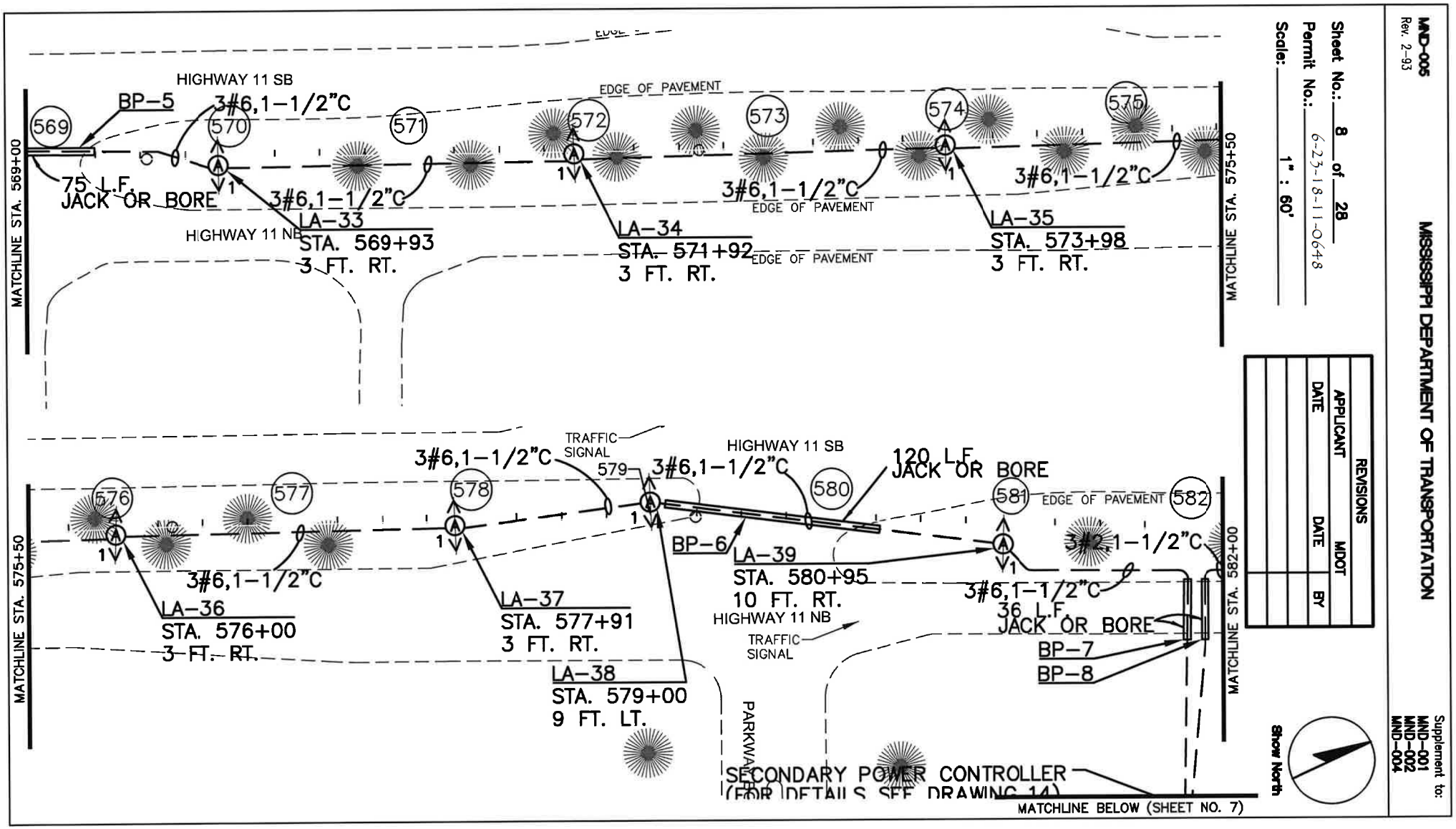
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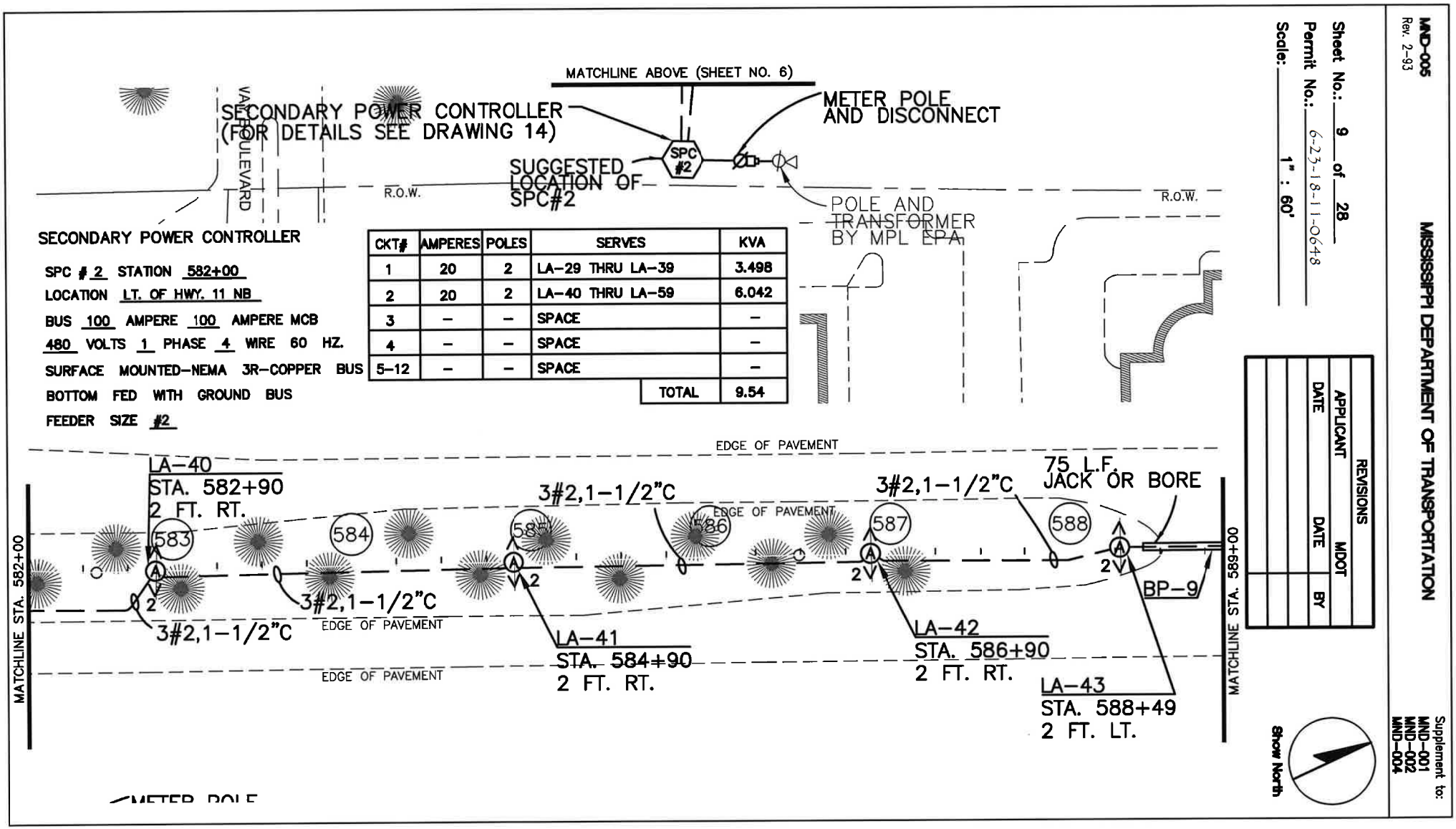
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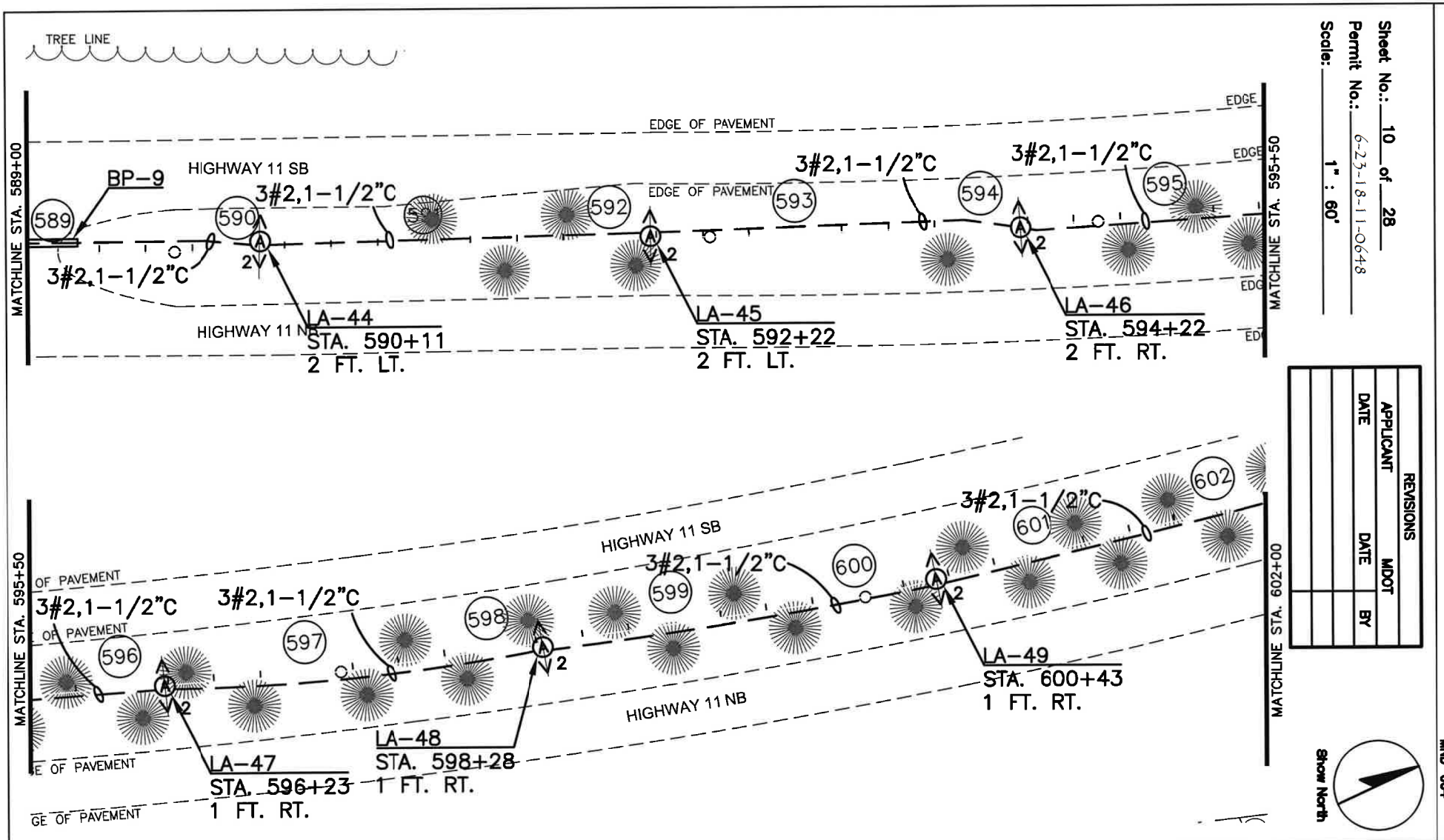
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TREE LINE
EDGE OF PAVEMENT
EDGE
HIGHWAY 11 SB
HIGHWAY 11 NB
MATCHLINE STA. 589+00
MATCHLINE STA. 595+50
MATCHLINE STA. 602+00
BP-9
589
590
592
593
594
595
596
597
598
599
600
601
602
3#2,1-1/2"C
LA-44
STA. 590+11
2 FT. LT.
LA-45
STA. 592+22
2 FT. LT.
LA-46
STA. 594+22
2 FT. RT.
LA-47
STA. 596+23
1 FT. RT.
LA-48
STA. 598+28
1 FT. RT.
LA-49
STA. 600+43
1 FT. RT.
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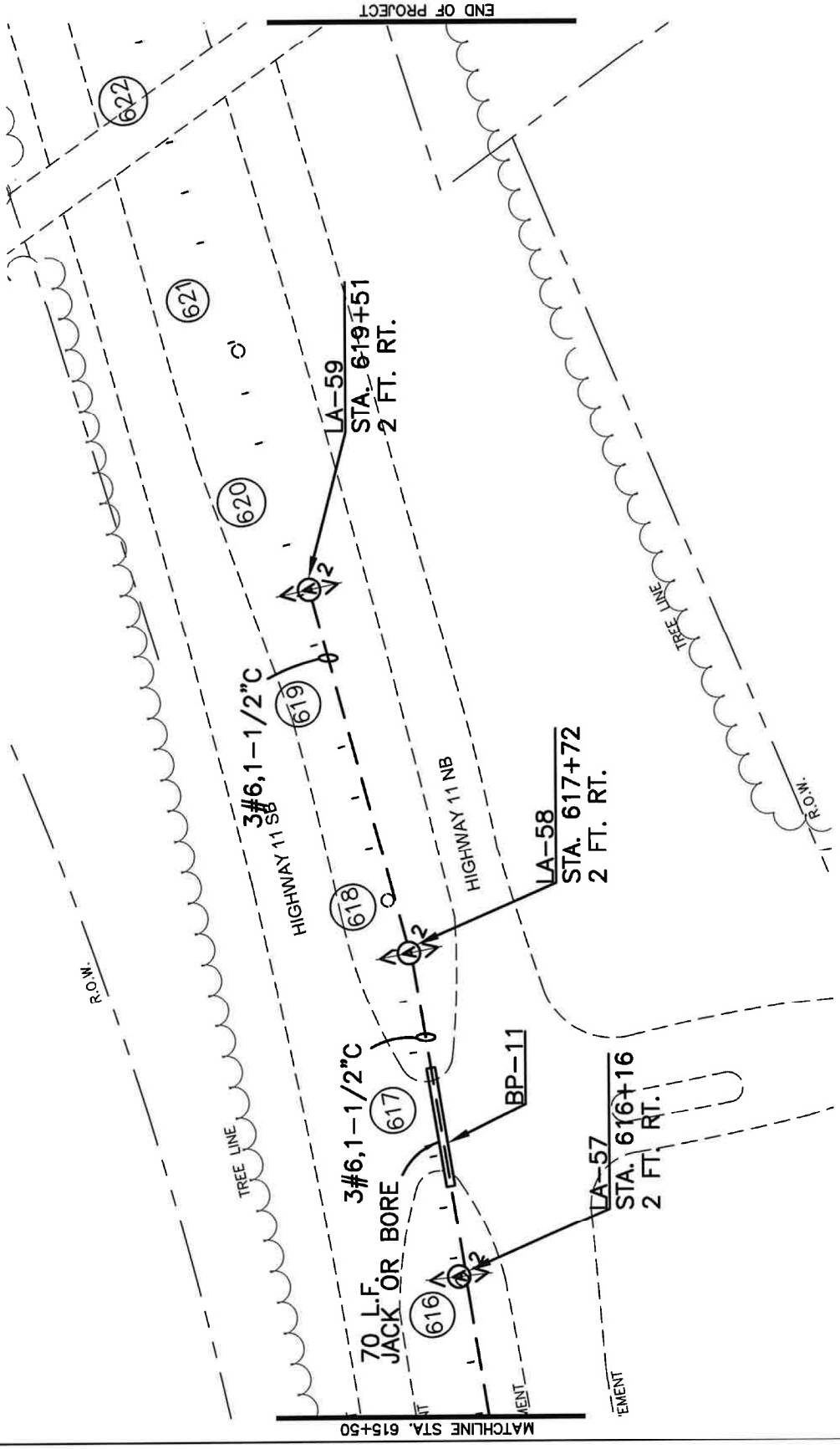
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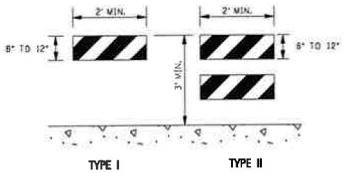
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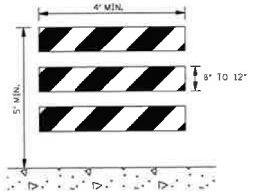
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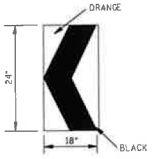
TYPE I TYPE II



TYPE III

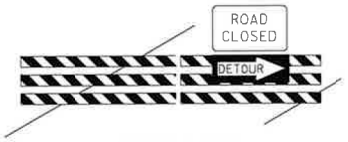
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



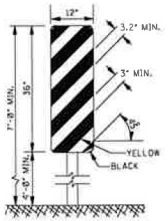
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL * *	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL * *	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 5 IF FACING TRAFFIC IN TWO DIRECTIONS

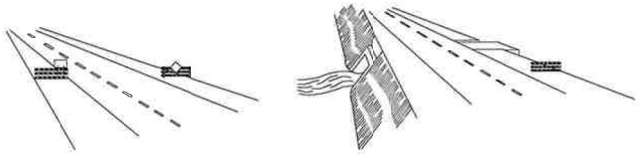
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

* * 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in^2 OF REFLECTIVE AREA FACING TRAFFIC.



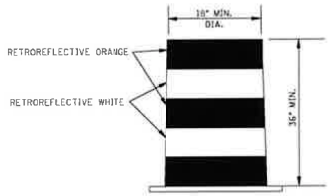
TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

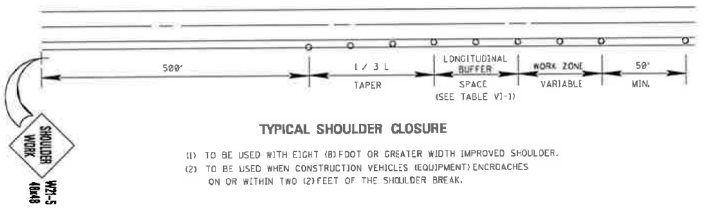
1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
   A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
   B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

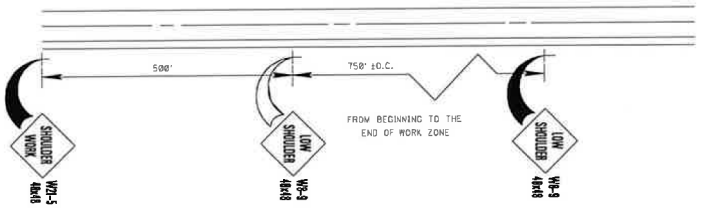
1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

PLASTIC DRUMS
(SEE NOTE FOR SPACING)



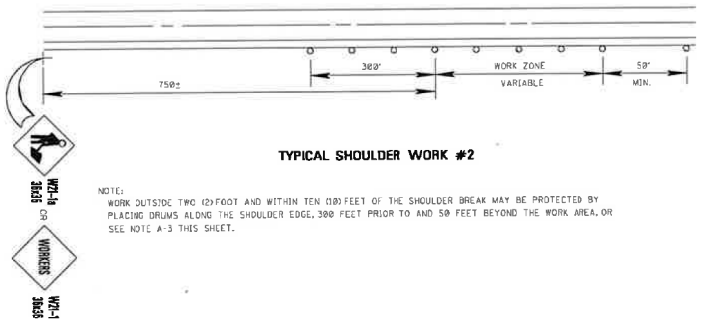
TYPICAL SHOULDER CLOSURE

(1) TO BE USED WITH EIGHT (8) FOOT OR GREATER WIDTH IMPROVED SHOULDER.
(2) TO BE USED WHEN CONSTRUCTION VEHICLES (EQUIPMENT) ENCROACHES ON OR WITHIN TWO (2) FEET OF THE SHOULDER BREAK.



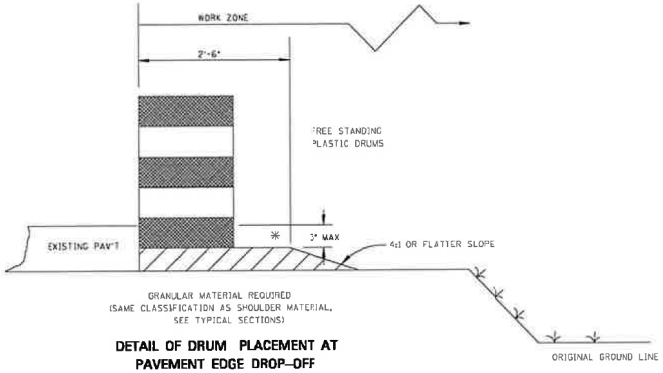
TYPICAL SHOULDER WORK #1
(SEE NOTE A-1 THIS SHEET)

PLASTIC DRUMS
(SEE NOTE FOR SPACING)



TYPICAL SHOULDER WORK #2

NOTE:
WORK OUTSIDE TWO (2) FOOT AND WITHIN TEN (10) FEET OF THE SHOULDER BREAK MAY BE PROTECTED BY PLACING DRUMS ALONG THE SHOULDER EDGE, 300 FEET PRIOR TO AND 50 FEET BEYOND THE WORK AREA, OR SEE NOTE A-3 THIS SHEET.



DETAIL OF DRUM PLACEMENT AT PAVEMENT EDGE DROP-OFF

NOTES:

* A. PAVEMENT EDGE DROP-OFF

1. IF LESS THAN TWO AND ONE QUARTER (2.25) INCHES-NO PROTECTION REQUIRED. PLACE A SHOULDER WORK SIGN (W21-5) 500 FEET IN ADVANCE OF WORK ZONE SHOULDER AND A LOW SHOULDER SIGN (W8-9) AT THE BEGINNING AND THROUGHOUT THE WORK ZONE @ (750'+O.C.).
2. TWO AND ONE QUARTER TO THREE INCHES-PLACE DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MILES PER HOUR OR GREATER, CONES MAY BE USED IN PLACE OF DRUMS. PANELS, AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MILES PER HOUR AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING FOR TAPERS SHOULD BE IN ACCORDANCE WITH THE M.U.T.C.D. (1 / 3 L, WHERE L IS THE TAPER LENGTH IN FEET.)
3. GREATER THAN THREE (3) INCHES-POSITIVE SEPARATION OR WEDGE WITH 4:1 OR FLATTER SLOPE NEEDED. IF THERE IS EIGHT (8) FEET OR MORE DISTANCE BETWEEN THE EDGE OF TRAVEL LANE AND DROP-OFF, THEN DRUMS, PANELS OR BARRICADES MAY BE USED.
4. FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN THREE (3) INCHES MAY BE PROTECTED WITH DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
5. LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

B. DRUM SPACING

1. TANGENTS = 2 X S
2. TAPERS = L / 3
   WHERE L = S X W
   L = TAPER LENGTH IN FEET
   S = SPEED IN MPH (POSTED OR 85 PERCENTILE)
   W = WIDTH OF OFFSET IN FEET

C. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

TABLE VI-1. GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE

** SPEED (MPH)	LENGTH (FEET)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

** POSTED SPEED, OFF-PEAK 85 PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH.

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3 SCHEMATIC OF LIGHTING CONTROLLER DETAIL
LD-1 N.T.S.

MAIN CIRCUIT BREAKER, REFER TO SECONDARY POWER CONTROLLER SCHEDULE FOR AMPERE RATING, 480V, 3 POLE
T1, T2 - TRANSFORMER POWER - 480V PRI, 120V SEC, 1000VA
H.O.A. - HAND-OFF-AUTO SELECTOR SWITCH
CB - CONTACTOR CIRCUIT BREAKER (NO. AS REQ'D ON SCHEDULE)
LA - LIGHTNING ARRESTER
PE - PHOTOELECTRIC CONTROL
PT - PHOTOELECTRIC CONTROL

NOTE
ALL COMPONENTS LOCATED INSIDE NEMA 3R ENCLOSURE EXCEPT THOSE NOTED WITH (*)
LABEL BREAKERS AS TO CIRCUIT NUMBER USE PHENOLIC ENGRAVED LABELS

4 LIGHTING CABLE TRENCHING DETAIL
LD-1 N.T.S.

#6 REBAR, 6 ON CENTER BOTH WAYS
2"x2" CHANNEL GALVANIZED STEEL (1) COAT PRIME PAINT CHANNEL (1) COATS BLACK RUST PROOF
METAL DEAD FRONT REQUIRED INSIDE CABINET
4'-0"
4'-0"
30' CLASS V POLE
PHOTOELECTRIC CONTROL, FACE NORTH SKY
3/4" BREATHER
TACK WELD FRAMING TO ENCLOSURE
SECONDARY POWER CONTROLLER NEMA 3R ENCLOSURE
STAMP "DANGER 480 VOLTS" ON FRONT OF SPC, 2" RED LETTERS
3/4" DRAIN
1" CHAMFER
FINISH GRADE
TYPICAL BRANCH CIRCUIT GALVANIZED RIGID CONDUIT WITH CONDUCTORS
PVC CONDUIT WITH CONDUCTORS
PVC TO GALV. ADAPTER
CLASS "B" CONCRETE
2'-0"
1'-0"
HEATERHEAD
5'-0" TAILWIRES SIZE PER PLANS
METER BASE
DISCONNECT
2" RIGID GALV. CONDUIT STRAPPED 5'-0" O.C.
2" CHANNEL GALV. STEEL
2" CHANNEL GALV. STEEL
2" CHANNEL GALV. STEEL

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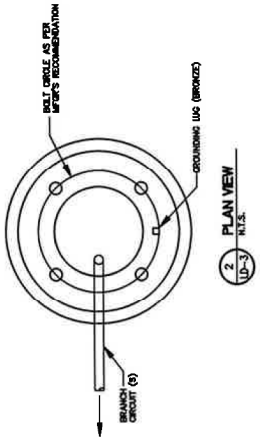
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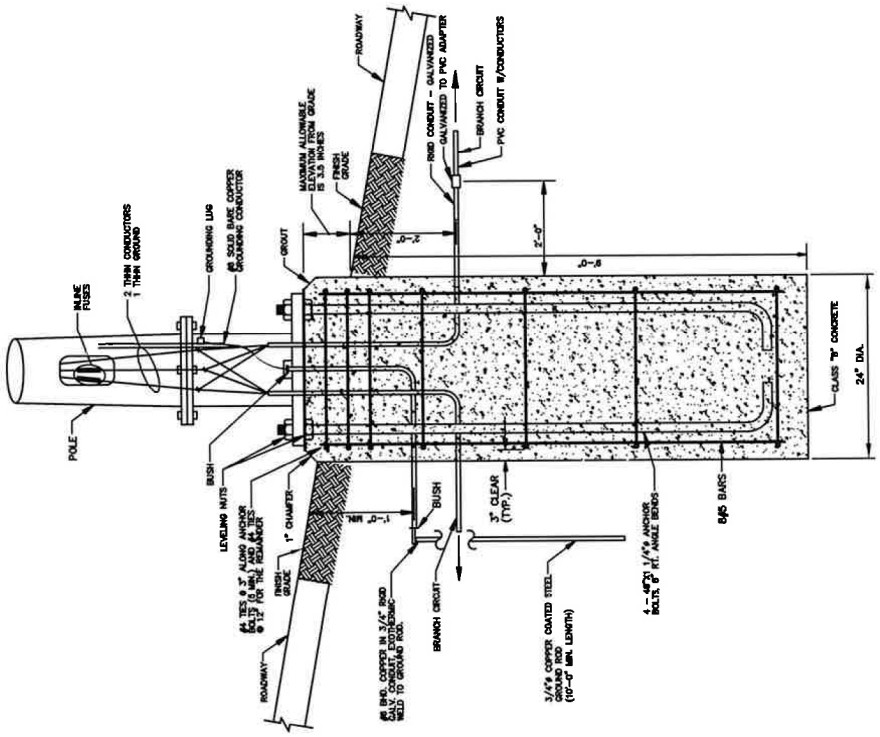
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2 / D-3 PLAN VIEW N.T.S.



1 / D-3 TYPE 'A' POLE BASE DETAIL N.T.S.

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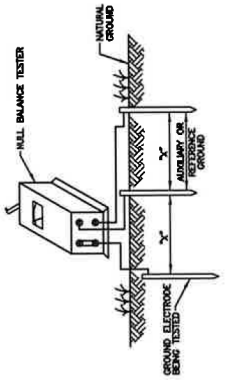
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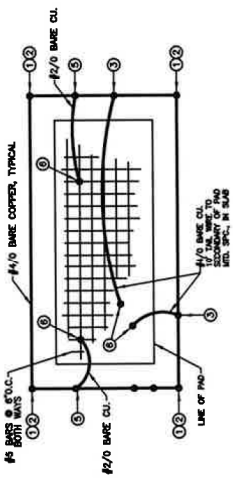
SCHEDULE GROUND GRID SYSTEM

ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-------	-------	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-1620	W/ #115 WELD METAL
③	#4/0 CABLE #4/0 CABLE	ERICO "CADWELD"	TAC-2222	W/ #150 WELD METAL
④	#4/0 CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2G	W/ #150 WELD METAL
⑤	#4/0 CABLE TO 2/0 CABLE	ERICO "CADWELD"	TAC-2229	W/ #90 WELD METAL
⑥	#2/0 CABLE TO #5@ REIN. BAR	ERICO "CADWELD"	RDM-5329	W/ #115 WELD METAL



GROUND TEST DETAIL
N.T.S.

NOTES:
① DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
② ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
③ THIS TEST IS TO BE PERFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.



DISTRIBUTION SYSTEM GROUND GRID DETAIL
N.T.S.

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RECAPITULATION OF QUANTITIES

LIGHTING ASSEMBLY	STATION	LOW MAST ARM A	TYPE	BREAKAWAY DEVICE REQUIRED	LAMP WATTS	IES TYPE	POLE LENGTH (FT)	S.P.C. NUMBER	CIRCUIT NUMBER	NUMBER OF LUMINAIRES	FOUNDATION CONC. C.Y. 24" DIA	UNGD. BRANCH CKT. WIRE AWG #, FT. 3 CONDUCTOR 6	UNGD. BRANCH CKT. WIRE AWG #, FT. 3 CONDUCTOR 2	UNGD. BRANCH CKT. WIRE (JACKED OR BORED) AWG #, FT. 3 CONDUCTOR 6	UNGD. BRANCH CKT. WIRE (JACKED OR BORED) AWG #, FT. 3 CONDUCTOR 2	FULL BOXES UNGROD.
LA-1	509+68	1		X	150	III	35	1	1	2	1.05	200				
LA-2	511+68	1		X	150	III	35	1	1	2	1.05	186				
LA-3	513+55	1		X	150	III	35	1	1	2	1.05	189				
LA-4	515+43	1		X	150	III	35	1	1	2	1.05	198				
LA-5	517+40	1		X	150	III	35	1	1	2	1.05	198				
LA-6	519+39	1		X	150	III	35	1	1	2	1.05	200				
LA-7	521+39	1		X	150	III	35	1	1	2	1.05	193				
LA-8	523+31	1		X	150	III	35	1	1	2	1.05	194				
LA-9	525+21	1		X	150	III	35	1	1	2	1.05	196				
LA-10	527+17	1		X	150	III	35	1	1	2	1.05	127		60		
LA-11	528+43	1		X	150	III	35	1	1	2	1.05	120				
LA-12	530+17	1		X	150	III	35	1	1	2	1.05	203				
LA-13	532+22	1		X	150	III	35	1	1	2	1.05		200			
LA-14	534+22	1		X	150	III	35	1	1	2	1.05		204			
LA-15	536+22	1		X	150	III	35	1	1	2	1.05		203			
LA-16	538+22	1		X	150	III	35	1	1	2	1.05		205			
LA-17	540+23	1		X	150	III	35	1	1	2	1.05		123		50	
LA-18	541+40	1		X	150	III	35	1	1	2	1.05		100			
LA-19	543+28	1		X	150	III	35	1	2	2	1.05	100		50		
LA-20	545+27	1		X	150	III	35	1	2	2	1.05	200				
LA-21	547+28	1		X	150	III	35	1	2	2	1.05	201				
LA-22	549+29	1		X	150	III	35	1	2	2	1.05	200				
LA-23	551+26	1		X	150	III	35	1	2	2	1.05	196				
LA-24	553+14	1		X	150	III	35	1	2	2	1.05	188				
LA-25	555+17	1		X	150	III	35	1	2	2	1.05	203				
LA-26	557+08	1		X	150	III	35	1	2	2	1.05	191				
LA-27	559+04	1		X	150	III	35	1	2	2	1.05	122		75		
LA-28	561+00	1		X	150	III	35	1	2	2	1.05	201				
LA-29	563+04	1		X	150	III	35	1	2	2	1.05	207				
LA-30	565+11	1		X	150	III	35	2	1	2	1.05	203				
LA-31	567+09	1		X	150	III	35	2	1	2	1.05	110				
LA-32	568+18	1		X	150	III	35	2	1	2	1.05	101		75		
LA-33	569+93	1		X	150	III	35	2	1	2	1.05	198				
LA-34	571+92	1		X	150	III	35	2	1	2	1.05	207				
LA-35	573+98	1		X	150	III	35	2	1	2	1.05	203				
LA-36	576+00	1		X	150	III	35	2	1	2	1.05	194				
LA-37	577+91	1		X	150	III	35	2	1	2	1.05	110				
LA-38	579+00	1		X	150	III	35	2	1	2	1.05	63		138		
LA-39	580+95	1		X	150	III	35	2	2	2	1.05	114		38		
LA-40	582+90	1		X	150	III	35	2	2	2	1.05		114		36	
LA-41	584+90	1		X	150	III	35	2	2	2	1.05		204			
LA-42	586+90	1		X	150	III	35	2	2	2	1.05		203			
LA-43	588+49	1		X	150	III	35	2	2	2	1.05		145		75	
LA-44	590+11	1		X	150	III	35	2	2	2	1.05		113			
LA-45	592+22	1		X	150	III	35	2	2	2	1.05		216			
LA-46	594+22	1		X	150	III	35	2	2	2	1.05		200			
LA-47	596+23	1		X	150	III	35	2	2	2	1.05		201			
LA-48	598+28	1		X	150	III	35	2	2	2	1.05		210			
LA-49	600+43	1		X	150	III	35	2	2	2	1.05		219			
LA-50	602+53	1		X	150	III	35	2	2	2	1.05		210			
LA-51	604+59	1		X	150	III	35	2	2	2	1.05		205			
LA-52	607+67	1		X	150	III	35	2	2	2	1.05	209				
LA-53	608+35	1		X	150	III	35	2	2	2	1.05	135		65		
LA-54	610+34	1		X	150	III	35	2	2	2	1.05	200				
LA-55	612+37	1		X	150	III	35	2	2	2	1.05	202				
LA-56	614+49	1		X	150	III	35	2	2	2	1.05	195				
LA-57	616+16	1		X	150	III	35	2	2	2	1.05	188				
LA-58	617+72	1		X	150	III	35	2	2	2	1.05	89		70		
LA-59	619+51	1		X	150	III	35	2	2	2	1.05	184				
SPC-1	541+84												50			
SPC-2	582+00												50			
TOTAL		59									62.00	7115	3375	569	161	

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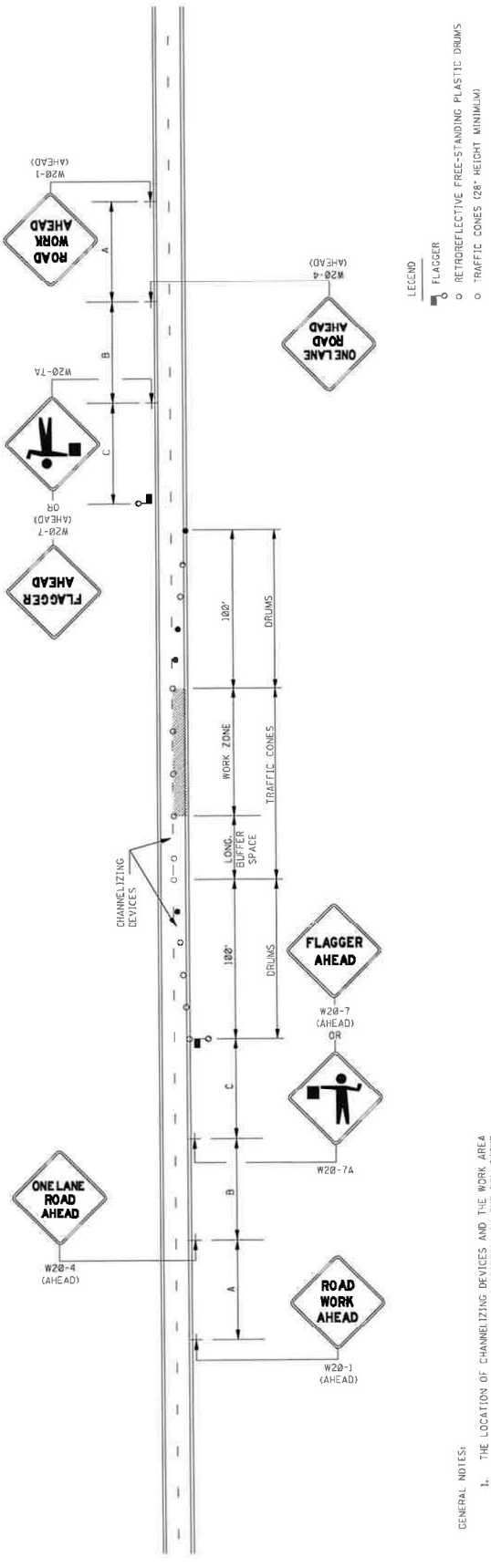
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LEGEND
- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

DISTANCE BETWEEN SIGNS

ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	120 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP (VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED) AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (FT)		LONGITUDINAL† BUFFER SPACE (FT)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
   A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
   B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

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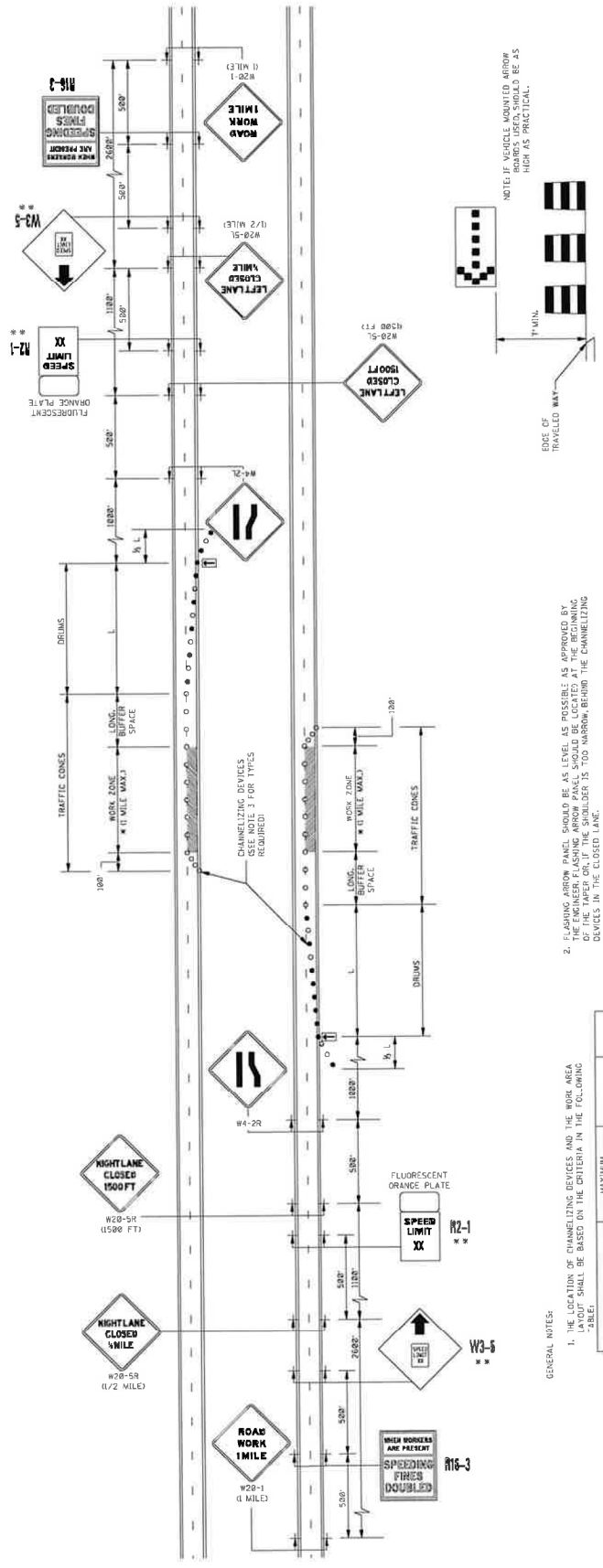
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GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL BUFFER SPACE (ft)	TAPER RATES
	TAPER	ALONG LANE & WORK ZONE		
mph				
≤40	40	80	235	2:1
45	45	90	360	4:1
50	50	100	415	5:1
55	55	110	495	5:1
60	60	120	570	6:1
65	65	130	645	6:1
70	70	140	730	7:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
L = WS FOR SPEEDS OF 45 mph OR GREATER
L = WS²/60 FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

†† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. FLASHING ARROW PANEL SHOULD BE AS LEVEL AS POSSIBLE AS APPROVED BY THE ENGINEER AND SHOULD BE LOCATED AT THE BEGINNING OF THE TAPER ON THE SHOULDER IS TOO NARROW, BEHIND THE CHANNELIZING DEVICES IN THE CLOSED LANE.
3. CHANNELIZING DEVICE TYPES FOR:
   A. APPROACH TAPER: RETROREFLECTIVE PLASTIC DRUMS
   B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT MINIMUM)
   C. EXIT TAPER: TRAFFIC CONES (28" HEIGHT MINIMUM)
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND THE DRUMS SHALL BE MOVED TO THE SHOULDER EDGE AT THE END OF THE WORK DAY.
5. FOR MOVING OPERATIONS (PAVING) THE CONTRACTOR SHALL HAVE TWO (2) SETS OF ADVANCE WARNING SIGNS, PLASTIC DRUMS, AND ARROW BOARD WHERE CONSTRUCTION ZONES ARE LOCATED AHEAD. ALL SIGNS, PLASTIC DRUMS, AND ARROW BOARD SHALL BE IN PLACE ON THE SECOND ZONE BEFORE REMOVING ANY SIGNS, PLASTIC DRUMS OR ARROW BOARD ON THE FIRST ZONE.
6. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHOULD BE A MINIMUM OF 48" X 48", AND SHALL BE BLACK COPY ON FLUORESCENT ORANGE SHEETING.
7. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

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GENERAL NOTES

1. ALL LIGHTING ASSEMBLY AND SPC LOCATIONS WILL BE STAKED IN THE FIELD BY THE CONTRACTOR. LOCATIONS ARE TO BE REVIEWED BY THE ENGINEER.
2. ALL QUANTITIES SHOWN FOR BRANCH CIRCUITS ARE APPROXIMATE, ANY ADJUSTMENT TO REFLECT LENGTHS REQUIRED BY THE TERRAIN IN THE FIELD WILL BE MADE.
3. THE CONTRACTOR MAY PAD IT NECESSARY TO CONSTRUCT THE CONCRETE BASES FOR THE LIGHTING ASSEMBLIES. FOR CONSTRUCTION PURPOSES, THE CONTRACTOR SHALL NOT CONSTRUCT ANY TEMPORARY ROADS OR TRAILS WITHOUT PRIOR APPROVAL FROM THE ENGINEER (NOT A SEPARATE PAY ITEM). WHEN NO LONGER REQUIRED, THESE ROADS OR TRAILS SHALL BE REMOVED, AND THE AFFECTED AREAS GRASSED, AND GROWTH ESTABLISHED (NOT A SEPARATE PAY ITEM). ALL TRAFFIC CONTROL DEVICES REQUIRED FOR THE CONSTRUCTION OF THESE ROADS SHALL BE PROVIDED BY THE CONTRACTOR AT NO COST TO THE STATE.
4. THE COST OF DISPOSING OF MATERIALS SHALL BE ABSORBED FOR PAYMENT IN OTHER ITEMS.
5. CONTRACTOR SHALL PROVIDE TOUCH UP PAINT, COLOR BLACK, SUPPLIED BY POLE MANUFACTURER TO MATCH POLE FINISH.
6. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, JUNCTION BOXES, ETC. FROM DAMAGE DURING CONSTRUCTION. ANY STRUCTURES DAMAGED SHALL BE REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT, NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
7. WHERE CONTRACTOR EXCAVATES PAVED DITCHES IN ROUTING OF UNDERGROUND CIRCUITS, THE CONTRACTOR SHALL REPAVE PAVED DITCH, THIS IS NOT A SEPARATE PAY ITEM. DAMAGE TO PAVED DITCHES (AND OTHER STRUCTURES) CAUSED BY THE CONTRACTOR DURING THE INSTALLATION SHALL BE REPAIRED, AS DIRECTED BY THE ENGINEER) AT NO COST TO THE STATE.
8. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY CONTRACTOR TO ORIGINAL CONDITION (NOT A SEPARATE PAY ITEM) AS DIRECTED BY THE ENGINEER.
9. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS WHERE KNOWN AND AVAILABLE TO THE ENGINEER, THE ENGINEER CANNOT, AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST NOTIFY THE UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
10. METAL POLES SHALL BE SHIPPED TO SITE LOCATION SECURED WITH NYLON OR OTHER SUITABLE STRAPS TO PREVENT DAMAGE TO POLE SURFACE. CABLE OR CHAIN LASHINGS ARE NOT TO BE USED.
11. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION TO BE FULL LOCATED AND BORDER ON WHITE BACKGROUND.
12. CONTRACTOR MAY JACK OR BORE A SINGLE SLEEVE FOR INSTALLATION OF MULTIPLE BRANCH CIRCUIT CONDUITS AT A ROADWAY CROSSING, RATHER THAN JACKING OR BORING INDIVIDUAL CONDUITS. THE INSTALLATION OF THE SLEEVE AND PERFORMANCE OF THE JACKING OR BORING OPERATION SHALL BE PAID FOR AT THE BID PRICE OF REGULAR UNDERGROUND BRANCH CIRCUIT, INCLUDING ALL MATERIAL FOR LARGER SLEEVE. ADDITIONAL CONDUITS PLACED IN THE SLEEVE SHALL BE PAID FOR AT THE BID PRICE OF REGULAR UNDERGROUND BRANCH CIRCUIT, INCLUDING ALL MATERIAL FOR INSTALLATION. SLEEVE SIZE SHALL BE AS NOTED ON PLANS. NO SEPARATE PAYMENT FOR JACK OR BORE SHALL BE FOR THE LENGTHS SPECIFIED IN THE PLANS.
13. WIRE FENCE WILL BE REQUIRED FOR ALL SLT FENCE.
14. THE LOCATION AND SPACING OF SIGNS, SHOWN ON THE TRAFFIC CONTROL PLANS, ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
15. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE SURFACE TREATED SHOULDER WHICH MIGHT OCCUR DURING CONSTRUCTION. ANY REPAIR TO SHOULDER WILL BE IN ACCORDANCE WITH SECTION 307 OF THE STANDARD SPECIFICATIONS. NO PAYMENT WILL BE MADE FOR REPAIR OF DAMAGED SHOULDER CONSTRUCTION.
16. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE SHORING OR OTHER SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION. THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION OR ANY STRUCTURE AFFECTED BY THE EXCAVATION. THE COST OF ALL SUCH SHORING OR SUPPORT SYSTEMS CONSTRUCTING THE FACILITY, SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.
17. CROSSING OF MEDIAN WILL BE ALLOWED ONLY AT APPROVED EXISTING CROSSOVERS AND WILL ONLY BE ALLOWED DURING DAYLIGHT HOURS. USE OF THE APPROVED MEDIAN CROSSOVERS SHALL BE ACCORDANCE WITH TCP-13, AT NO TIME WILL CROSSING BE ALLOWED BETWEEN THE INTERSTATE INTERSTATE RAMPS, AND ADJACENT FRONTAGE ROADS.
18. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. AT ADDITIONAL CROSSROADS. THIS WILL BE MINOR WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.
19. SEE MDOT PERMIT FOR THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. CONTRACTOR SHALL FILL OUT THE REMAINDER OF THE MDOT PERMIT APPLICATION.
20. CONTRACTOR IS TO NOTIFY ENGINEER 72 HOURS IN ADVANCE OF BORING ACTIVITIES. (6 FEET UNDER DRAINAGE STRUCTURES/PIPES).
21. TEMPORARY LANE CLOSURES SHALL BE PERMITTED BETWEEN THE HOURS OF 8:30AM AND 4:00 PM, MONDAY THROUGH FRIDAY. TEMPORARY LANES CLOSURES SHALL BE LIMITED TO 3 HOURS MAXIMUM. ANY LANES CLOSURES THAT EXCEED 3 HOURS SHALL BE DONE AT NIGHT FROM 8:00 PM TO 6:00 AM MONDAY THROUGH FRIDAY.
22. ALL JACK OR BORED SHALL HAVE A MINIMUM DEPTH OF 6 FEET. (6 UNDER DRAINAGE STRUCTURES/PIPE).
23. ALL TREES ARE TO REMAIN. CONTRACTOR IS PROHIBITED FROM WORKING/PARKING EQUIPMENT AND VEHICLES, AND STORING MATERIALS WITHIN 15 FEET OF THE TREES.
24. SEE TCP-1, TCP-2, TCP-6, AND TCP-16 FOR TRAFFIC CONTROL REQUIREMENTS.
25. "ROAD WORK NEXT 2.5 MILES" AND "END OF WORK" SHALL BE PLACED AT THE B.O.P. AND E.O.P.
26. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
27. SEE DRAWING 19 FOR FOUNDATION INFORMATION.

LEGEND

- LA-? — LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND MOUNTING HEIGHT, POLE 12 FT. MAST ARM, 2 – 15K WATT LED
- ??? FT. ??? — A INDICATES ORIENTATION OF THE FIXTURE
- INDICATES ORIENTATION OF LUMINAIRE — ? INDICATES LUMINAIRES. (TYPE 35-2-12-15K)
- 3#8, 1-1/2" C — 7 INDICATES CIRCUIT
- SPC-1 — SECONDARY POWER CONTROLLER, NO.
- P8-? — UNDERGROUND PULL BOX
- ?? LF, JACK OR BORE — UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, LENGTH.
- ?? — HIGHWAY STATION NUMBERS
- TREE
- TREE LINE

ABBREVIATIONS

@	AT
A.B.G.	ASSEMBLY WIRE GUAGE
B.O.P.	BEGINNING OF PROJECT
BRCH.	BRANCH
C/L	CENTERLINE
CT.	CIRCUIT
CY.	CUBIC YARDS
DA.	DEGREE
DWG.	DRAWING
EA.	EACH
E.O.P.	END OF PROJECT
EXP.	EXPOSED
GALV.	GALVANIZED
HPS.	HIGH PRESSURE SODIUM
I.E.S.	ILLUMINATING ENGINEERING SOCIETY
LA-3#A-1	LIGHTING ASSEMBLY – NUMBER
L.F.	LINEAR FEET
LUM.	LUMINAIRE
LT.	LIFT
MDOT	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
NE.	NORTHEAST
NPS.	NOMINAL PIPE SIZE
NTS.	NOT TO SCALE
NW.	NORTHWEST
NO. OR #	NUMBER
O.C.	ON CENTER
PB.	PLUS/MINUS
PSI.	POUNDS PER SQUARE INCH
PVC.	POLYVINYL CHLORIDE
SE.	SOUTHEAST
S.P.C.	SECONDARY POWER CONTROLLER
SW.	SOUTHWEST
THW.	THERMOPLASTIC HEAT AND MOISTURE RESISTANT
WMBD.	WATER MAIN BOUND DIAMETER
N.B.C.L.	NORTH BOUND CENTERLINE
W.	WATT

811 Know what's below. Call before you dig.

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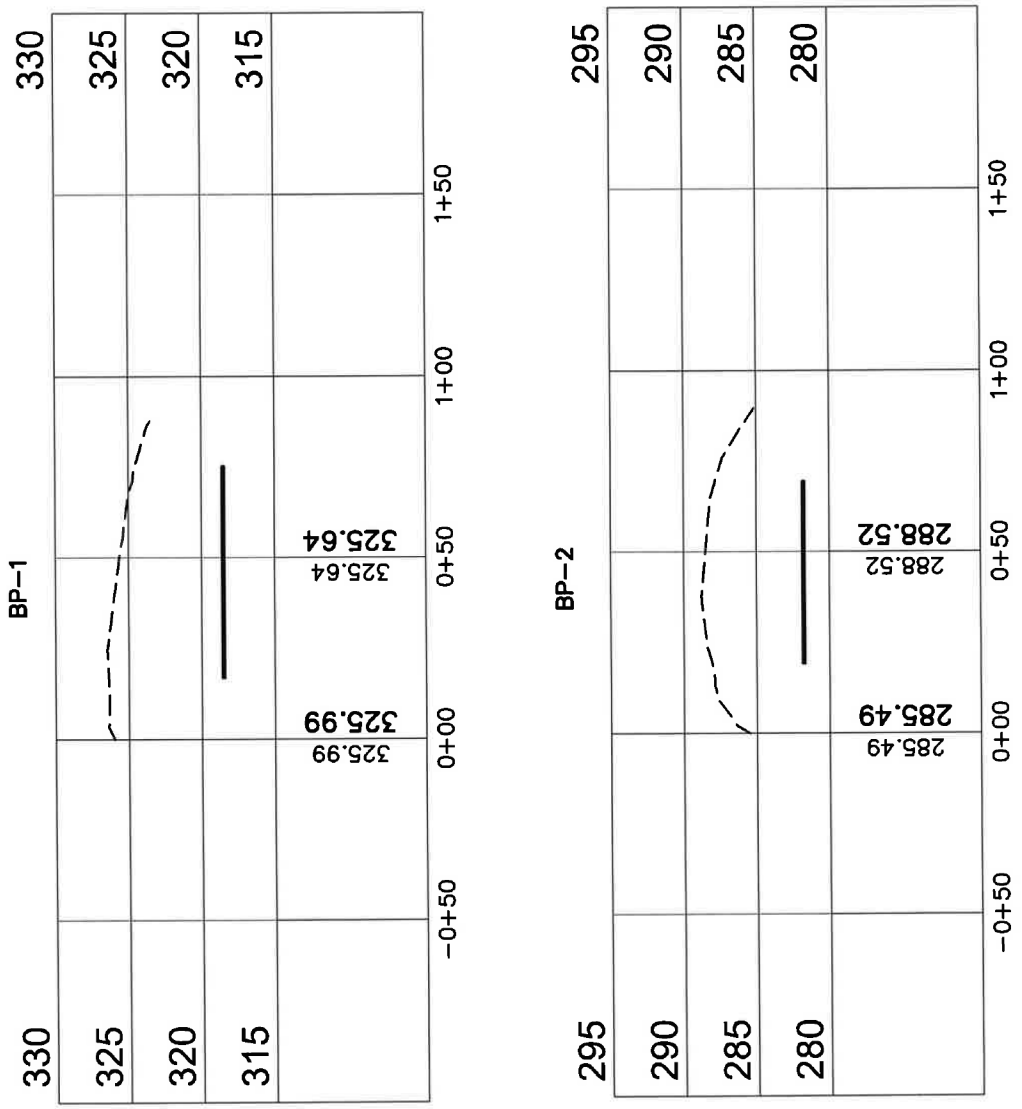
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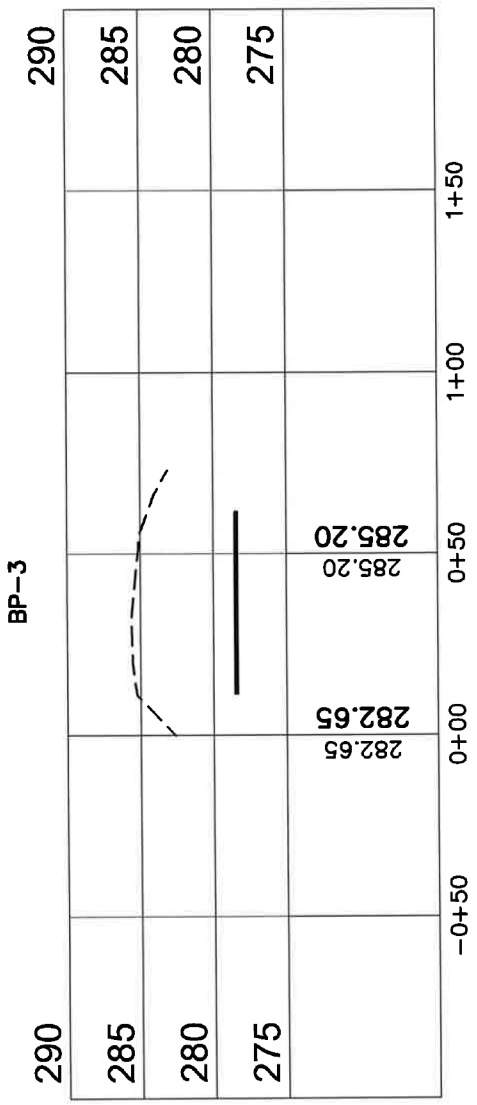
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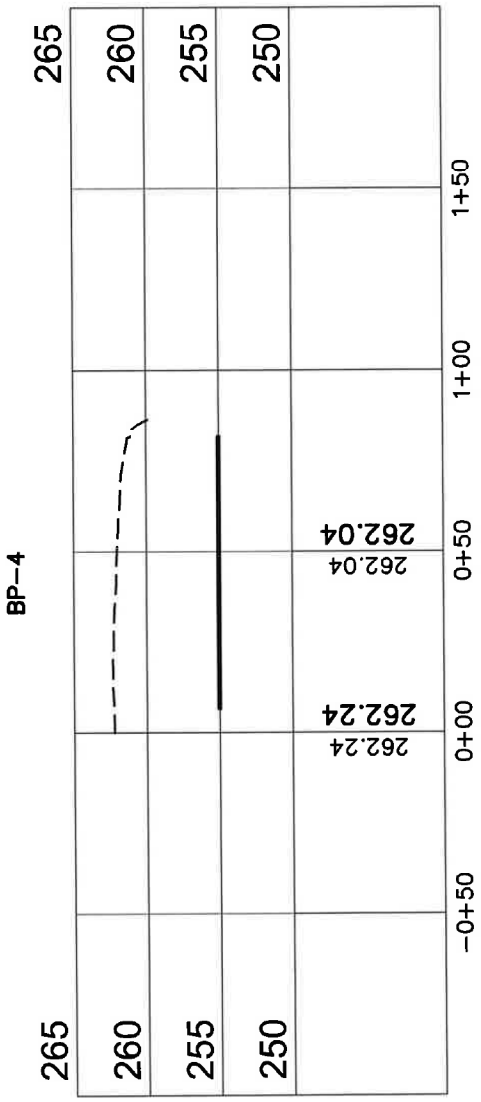
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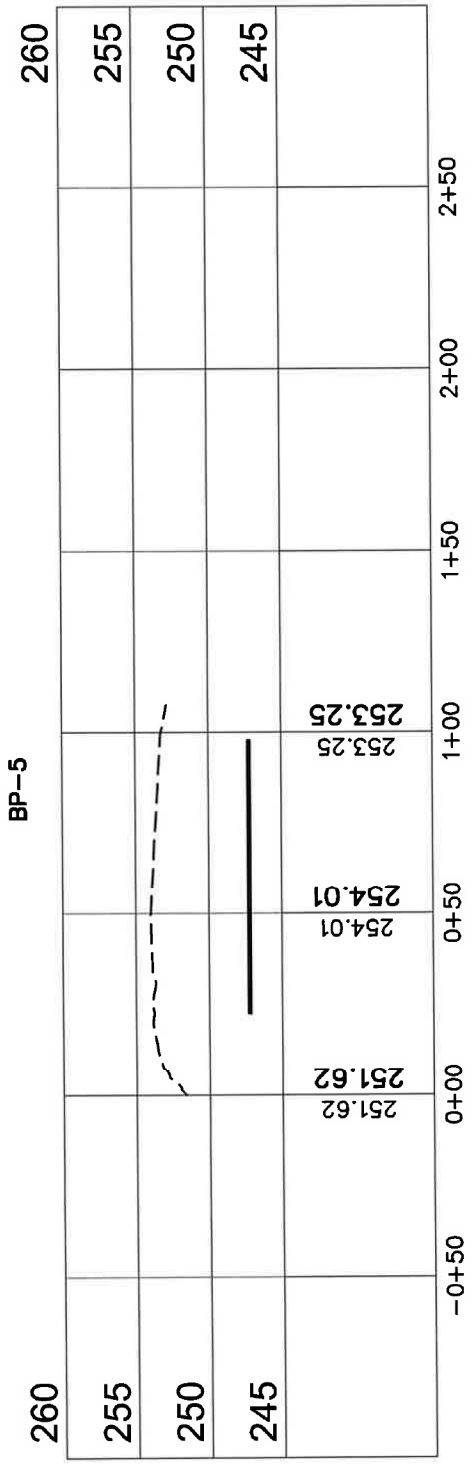
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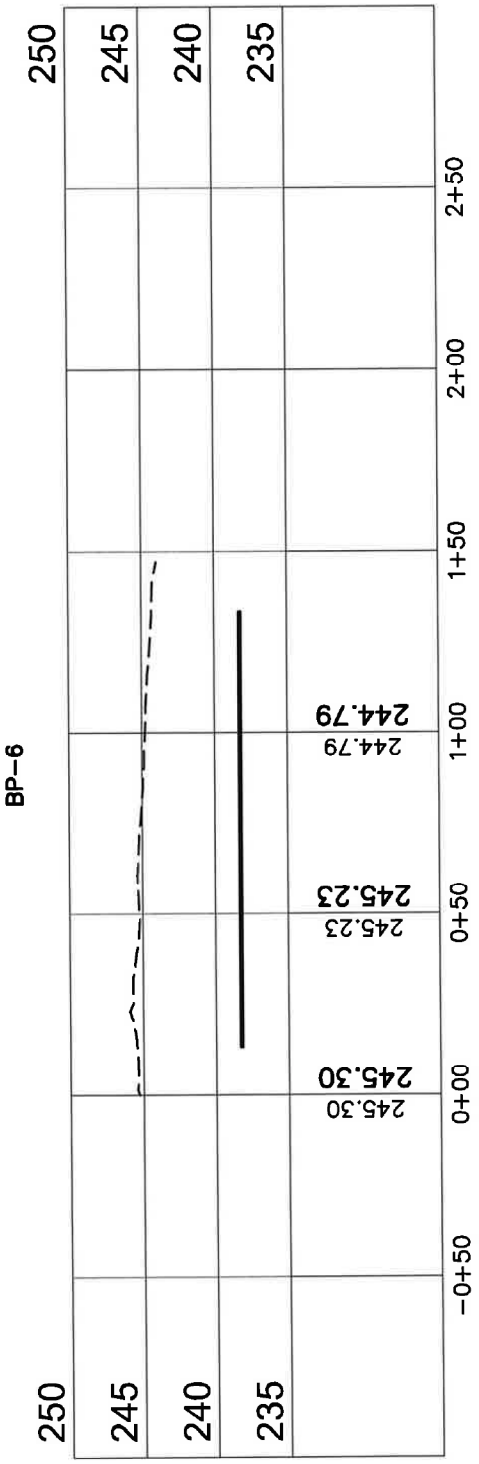
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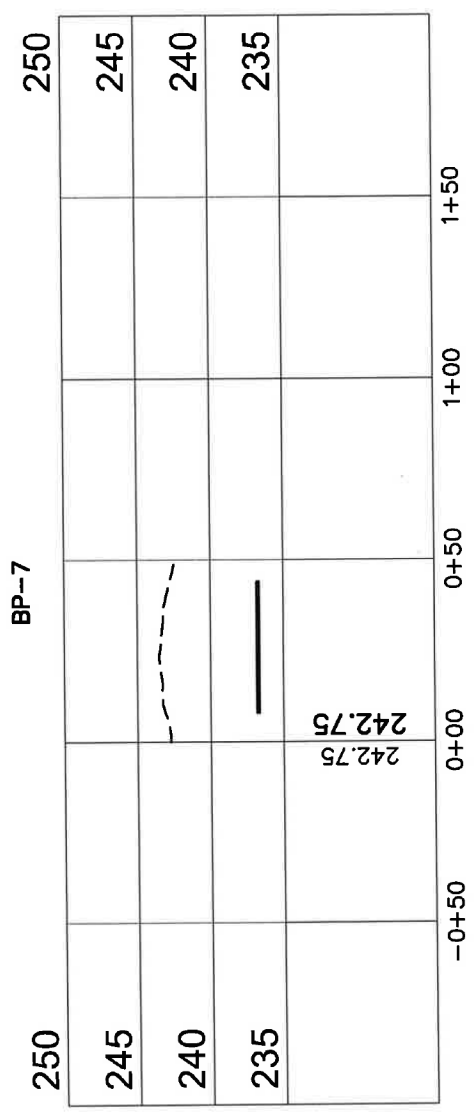
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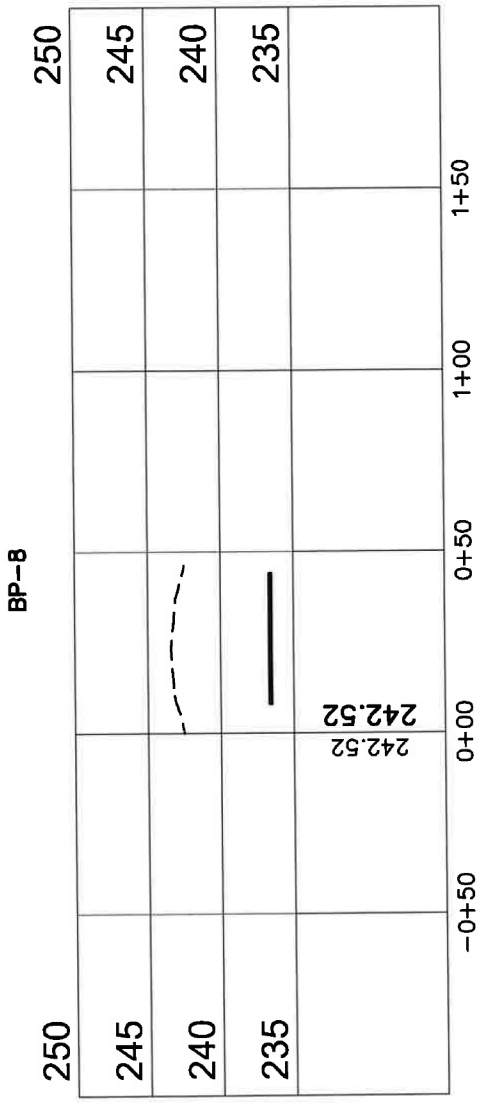
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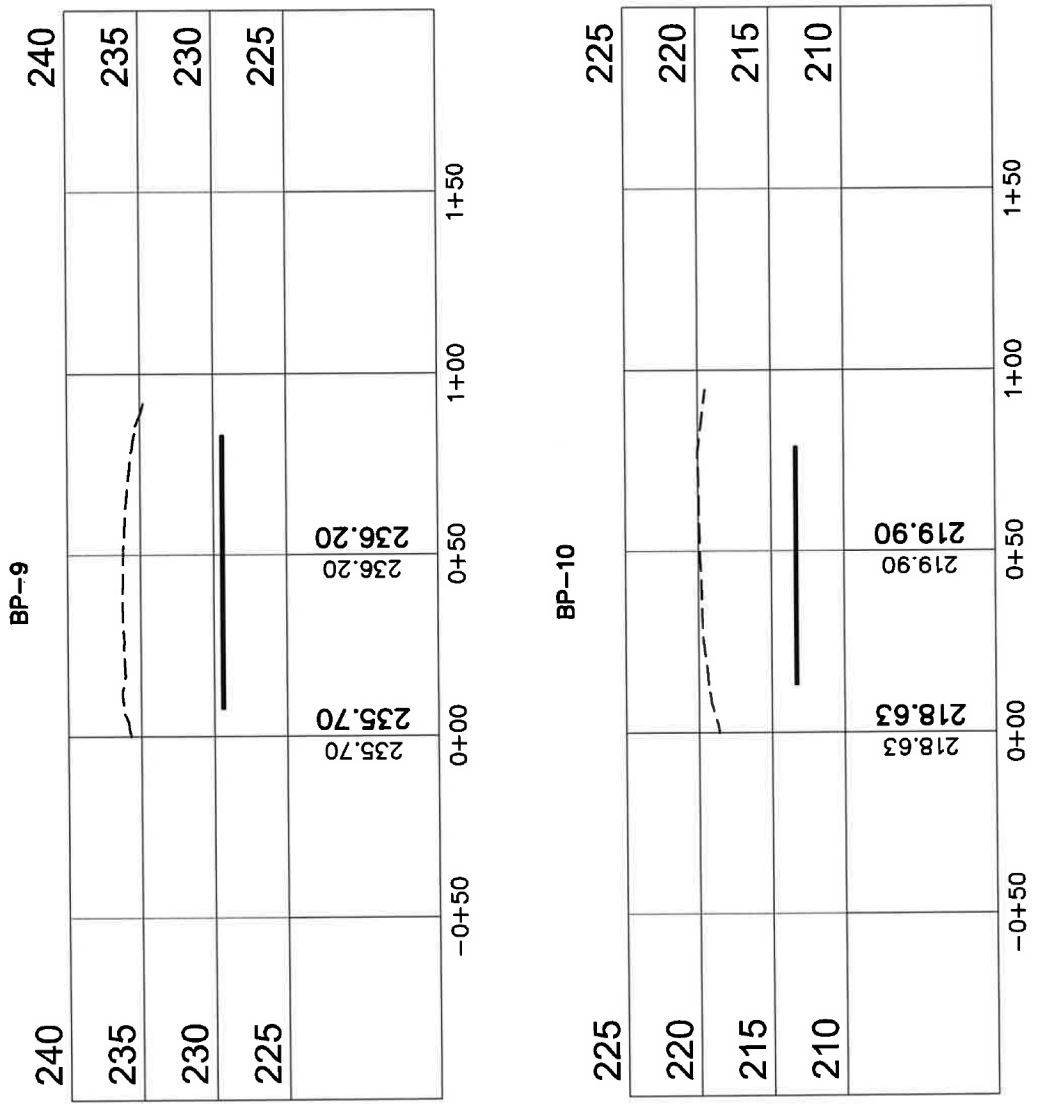
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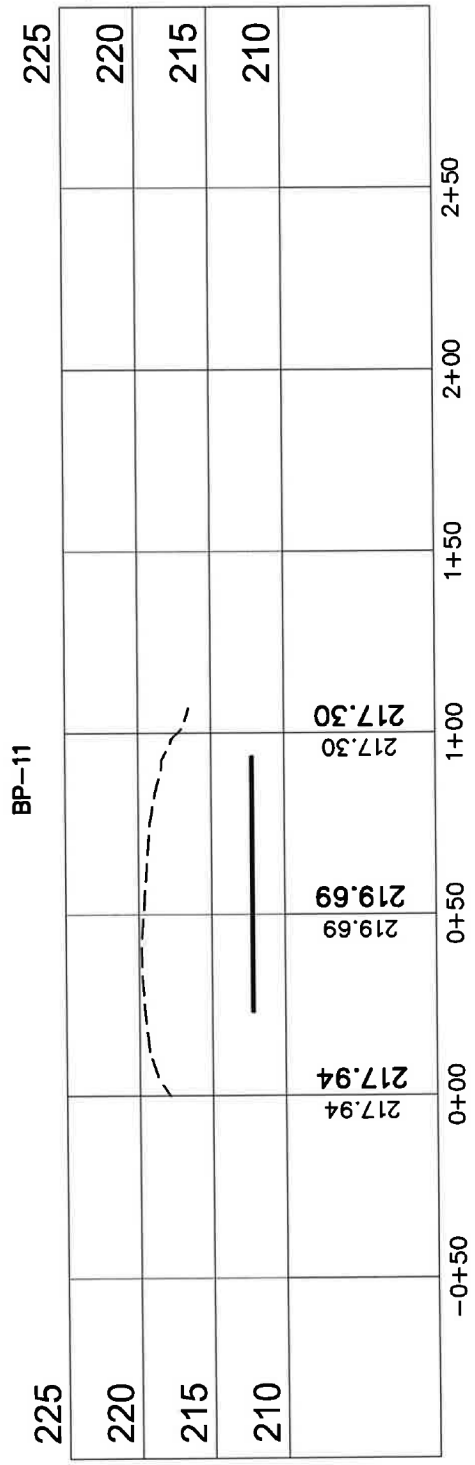
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PERMIT DEPARTMENT - DISTRICT 6
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" AS A CONDITION FOR THE APPROVAL OF THIS APPLICATION ALL THE FOLLOWING NOTES APPLY."

Worker Visibility

Code of Federal Regulations CFR 23 Part 634 final rule adopted November 24, 2006 becomes effective November 24, 2008. The rule requires that "All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear." All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation.

The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.

All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.

HISTORICAL ARTIFACTS

Upon the discovery of any historical artifacts within the state highway right-of-ways, the applicant will stop all work in and around the adjacent area, immediately, and notify the MDOT for approval to continue before any further work may proceed.

A COPY OF THE APPROVED PLAN IS TO BE KEPT AT THE WORK SITE AT ALL TIMES DURING CONSTRUCTION.

APPLICANT IS TO READ AND COMPLY WITH THE REQUIREMENTS OF THIS PERMIT.

UNDERGROUND CROSSINGS AND PARALLEL LINES SHALL HAVE A MINIMUM OF 3 FEET OF COVER (6 FEET FOR HDPE).

APPLICANT IS TO NOTIFY MDOT @ (601) 544-6511 48 HOURS IN ADVANCE OF ANY BORING OPERATIONS AND WITHIN 48 HOURS UPON THE COMPLETION OF WORK DETAILED WITHIN THIS PERMIT.

ALL UTILITIES MUST BE CONFINED TO THE LAST 5' OF RIGHT-OF-WAY.

ALL LOCAL ROADS SHALL BE ENCASED.

APPLICANT MUST COMPLY WITH THE MISSISSIPPI 811 ONE-CALL LAW

All persons preparing to dig must call Mississippi 811 or utilize our online E-locate system two days prior to the beginning of any work. Underground facilities will be marked using the color code system and then work may proceed.

Mr. Jeff Burks ~ MDOT (601.953.4184) shall be contacted to locate MDOT fiber and other ITS lines. &
Mr. Corondo Lazano ~ MDOT (228.875.2802) shall locate MDOT facilities in Jackson, Harrison and Hancock counties.

The Mississippi Department of Transportation in granting this permit does not in any way assume the maintenance or upkeep of the facility of proposed improvement(s) herein described. Nor, will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement(s) regardless of the source or cause of such damage.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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"As a condition for the approval of this application, all the following notes apply."

GENERAL EROSION CONTROL NOTES:

1. Erosion controls shall be placed and maintained using Best Management Practices (BMP's) as outlined in the Mississippi Department of Environmental Quality's "Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, Current Edition".

2. All erosion controls shall be installed in accordance the current MDOT Standard Drawings.

3. Temporary Erosion and Sediment Controls shall be installed prior to the start of any work. If required to the BMP's temporarily due to construction activities, the BMP's shall be reinstalled immediately once those activities are completed or at the end of the work day (WHICHEVER COMES FIRST).

4. Permittee is responsible for maintaining erosion controls trhoughout the duration of the project. MDOT will have the authority to suspend all work and/or withhold future permits for failure of the contractor to maintain proper maintenance of the Erosion Control BMP's.

5. All equipment repair and maintenance shall be performed off site.

6. Receptacle shall be provided to properly dispose of all trash and waste. All construction debris shall be picked up at the end of each day and shall be removed completely from the site at the end of the project.

7. Accumulated sediment shall be removed from BMP's when it reaches 1/2 the height of the control. The sediment shall be properly disposed of so as not to cause sedimentation in another location.

8. The permittee is responsible for the removal of sediment that migrates into the storm drainage system.

9. The permittee is responsible for the removal of any sediment or construction debris that is tracked onto adjacent paved areas. Adjacent streets shall be kept clean throughout construction and shall be cleaned with a street sweeper or similar technique immediately upon discovery of sediment. Washing down the street or other paved area is NOT an acceptable form of cleaning.

10. Natural vegetation shall be maintained and protected wherever possible.

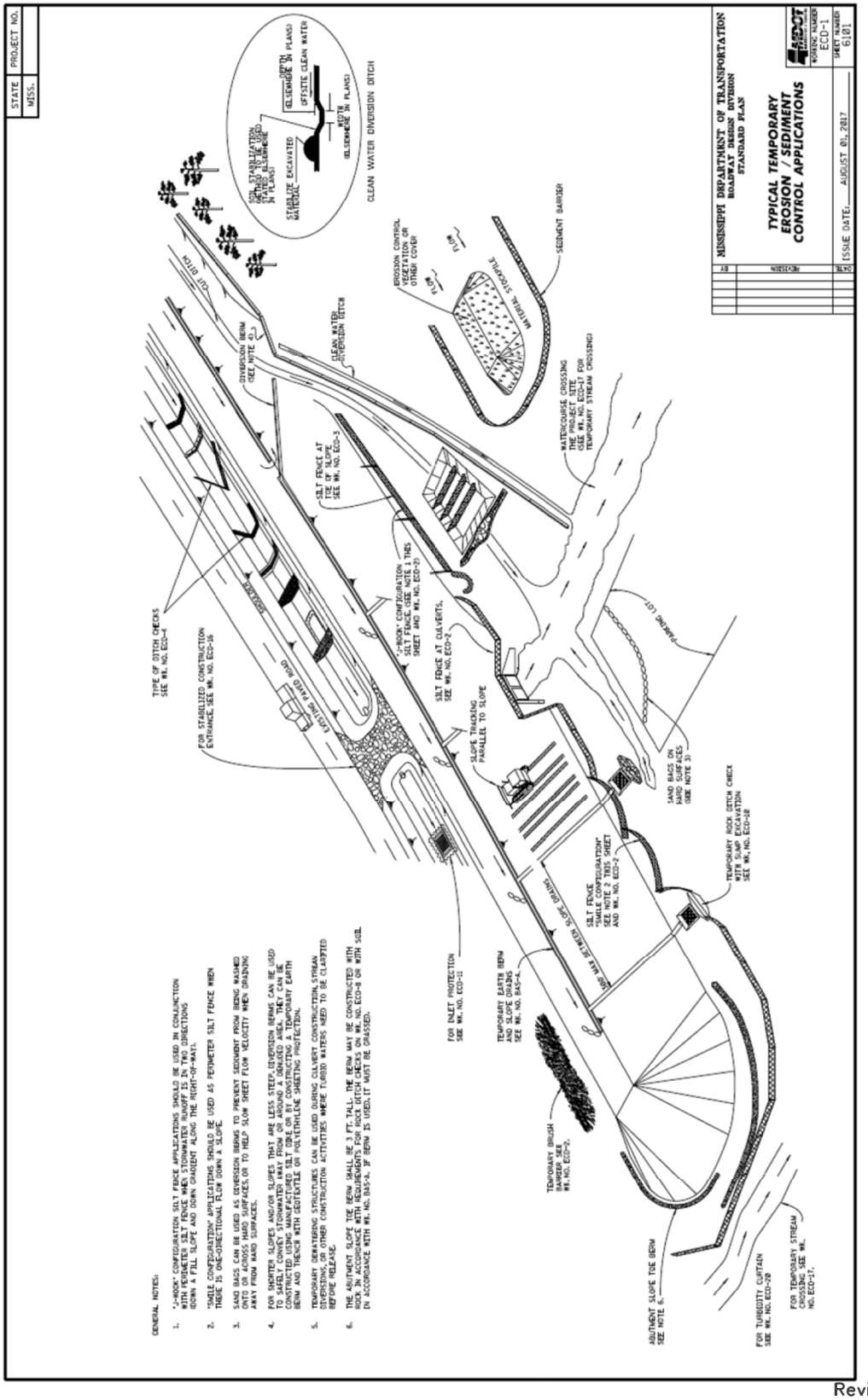
11. Temporary or permanent vegetation practices shall be implemented within seven (7) calendar days when a disturbed area will be left unworked for thirty (30) days or more.

12. Temporary erosion and sediment controls shall not be removed until permanent erosion controls (grass, landscaping, etc.) are established on all disturbed areas. Construction will not be considered complete until all temporary erosion controls are removed and permanent erosion control measures are effectively established.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PERMIT DEPARTMENT - DISTRICT 6
(601)-544-6511

Sheet No.: 3 of 8
Permit No.: 6-23-18-11-0648

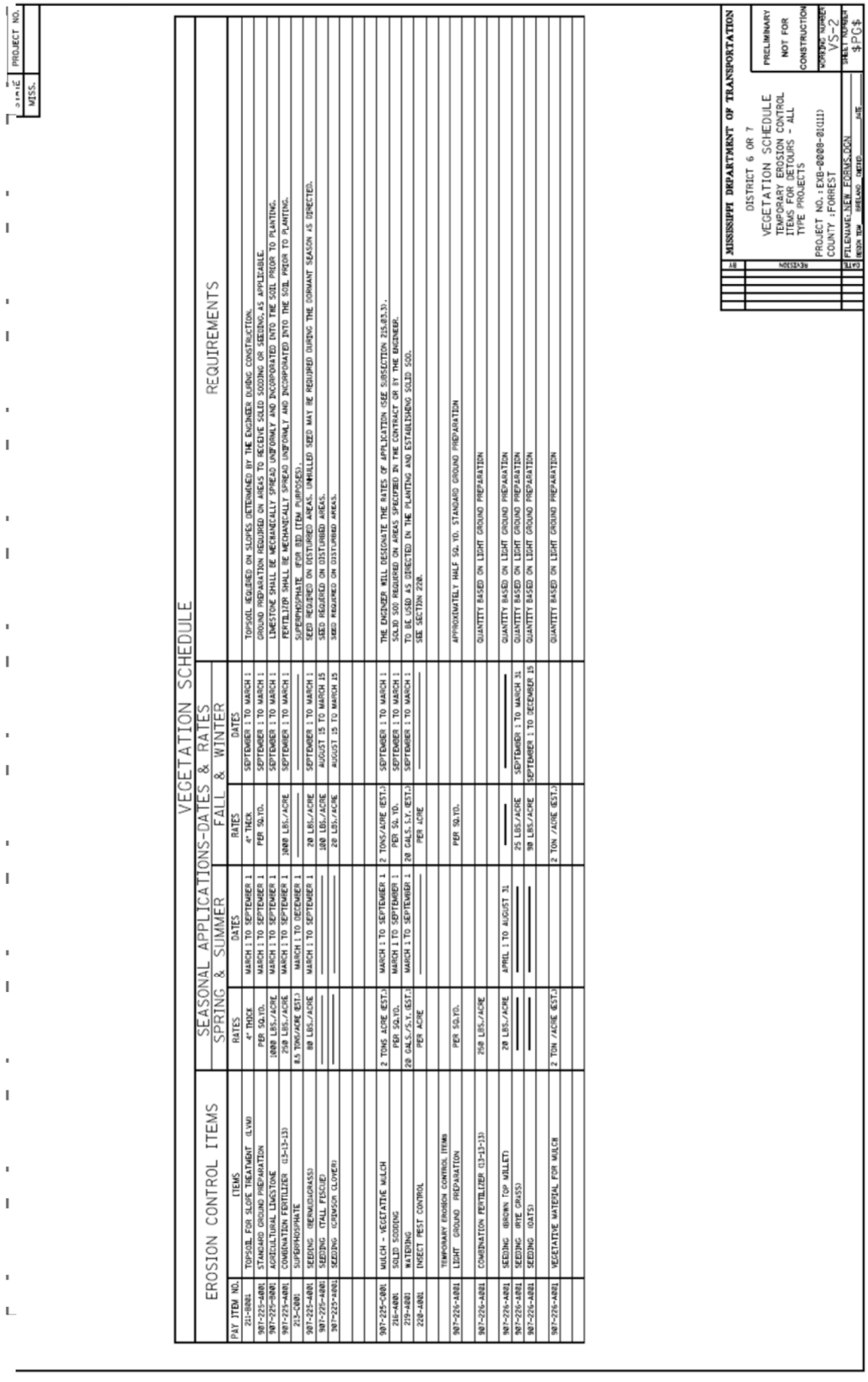
"As a condition for the approval of this application, all the following notes apply."



MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PERMIT DEPARTMENT - DISTRICT 6
(601)-544-6511

Sheet No.: 4 of 8
Permit No.: 6-23-18-11-0648

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VEGETATION SCHEDULE

EROSION CONTROL ITEMS		SEASONAL APPLICATIONS-DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
201-0001	TOPSOIL FOR SLOPE TREATMENT (LVW)	4" INDEX	MARCH 1 TO SEPTEMBER 1	4" INDEX	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION.
907-225-A001	STANDARD GROUND PREPARATION	PER SQ.YD.	MARCH 1 TO SEPTEMBER 1	PER SQ.YD.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE.
907-225-0001	AGRICULTURAL LIMESTONE	1000 LBS./ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS./ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
907-225-A001	COMBINATION FERTILIZER (13-13-13)	250 LBS./ACRE	MARCH 1 TO SEPTEMBER 1	3000 LBS./ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
213-C001	SUPERPHOSPHATE	8.5 TONS/ACRE (EST.)	MARCH 1 TO DECEMBER 1	_____	_____	SUPERPHOSPHATE (FOR BID ITEM PURPOSES).
907-225-A001	SEEDING (BERMUDAGRASS)	80 LBS./ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS./ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS, UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED.
907-225-A001	SEEDING (TALL FESCUE)	_____	_____	100 LBS./ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREAS.
907-225-A001	SEEDING (CRIMSON CLOVER)	_____	_____	20 LBS./ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREAS.
907-225-C001	MULCH - VEGETATIVE MULCH	2 TONS ACRE (EST.)	MARCH 1 TO SEPTEMBER 1	2 TONS/ACRE (EST.)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICATION (SEE SUBSECTION 215.03.3).
216-A001	SOLID SODDING	PER SQ.YD.	MARCH 1 TO SEPTEMBER 1	PER SQ.YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER.
219-A001	WATERING	20 GALS./S.Y. (EST.)	MARCH 1 TO SEPTEMBER 1	20 GALS./S.Y. (EST.)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING SOLID SOD.
220-A001	INSECT PEST CONTROL	PER ACRE	_____	PER ACRE	_____	SEE SECTION 220.
	TEMPORARY EROSION CONTROL ITEMS					
907-226-A001	LIGHT GROUND PREPARATION	PER SQ.YD.		PER SQ.YD.		APPROXIMATELY HALF SQ. YD. STANDARD GROUND PREPARATION
907-226-A001	COMBINATION FERTILIZER (13-13-13)	250 LBS./ACRE				QUANTITY BASED ON LIGHT GROUND PREPARATION
907-226-A001	SEEDING (BROWN TOP MILLET)	20 LBS./ACRE	APRIL 1 TO AUGUST 31	_____	_____	QUANTITY BASED ON LIGHT GROUND PREPARATION
907-226-A001	SEEDING (RYE GRASS)	_____	_____	25 LBS./ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
907-226-A001	SEEDING (OATS)	_____	_____	90 LBS./ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
907-226-A001	VEGETATIVE MATERIAL FOR MULCH	2 TON /ACRE (EST.)		2 TON /ACRE (EST.)		QUANTITY BASED ON LIGHT GROUND PREPARATION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
DISTRICT 6 OR 7
VEGETATION SCHEDULE
TEMPORARY EROSION CONTROL ITEMS FOR DETOURS - ALL TYPE PROJECTS
PROJECT NO.: EXB-0008-01(11)
COUNTY: FORREST
FILENAME: NEW_FORMS.DGN
DESIGN NOTE: DETAILED CHECKED: DATE:
PRELIMINARY NOT FOR CONSTRUCTION
DRAWING NUMBER VS-2
SHEET NUMBER PG

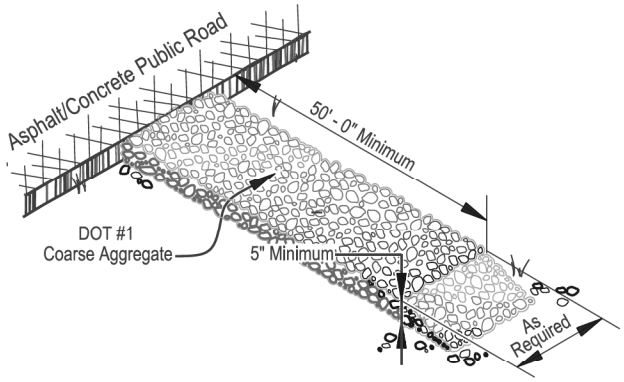
STATE MISS. PROJECT NO.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PERMIT DEPARTMENT - DISTRICT 6
(601)-544-6511

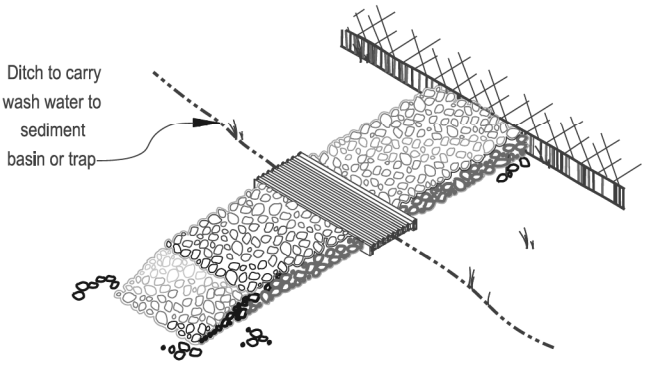
Sheet No.: 5 of 8
Permit No.: 6-23-18-11-0648

"As a condition for the approval of this application, all the following notes apply."

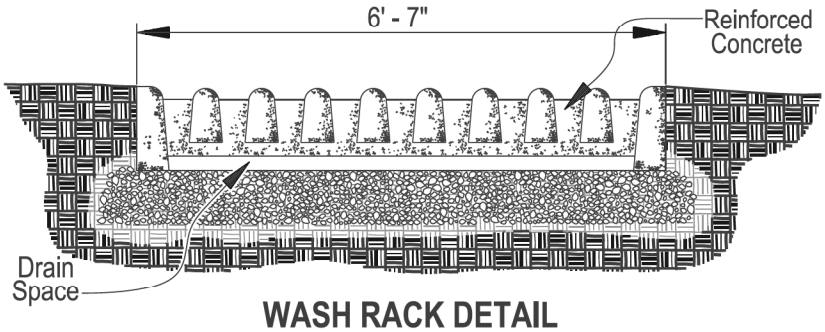
TEMPORARY DRIVEWAY CONSTRUCTION



GRAVEL CONSTRUCTION ENTRANCE



GRAVEL CONSTRUCTION ENTRANCE
W / WASH RACK



WASH RACK DETAIL

Note: Keep the roadway clean from mud and debris at all times.
Sweep the roadway daily to remove dirt and stones.

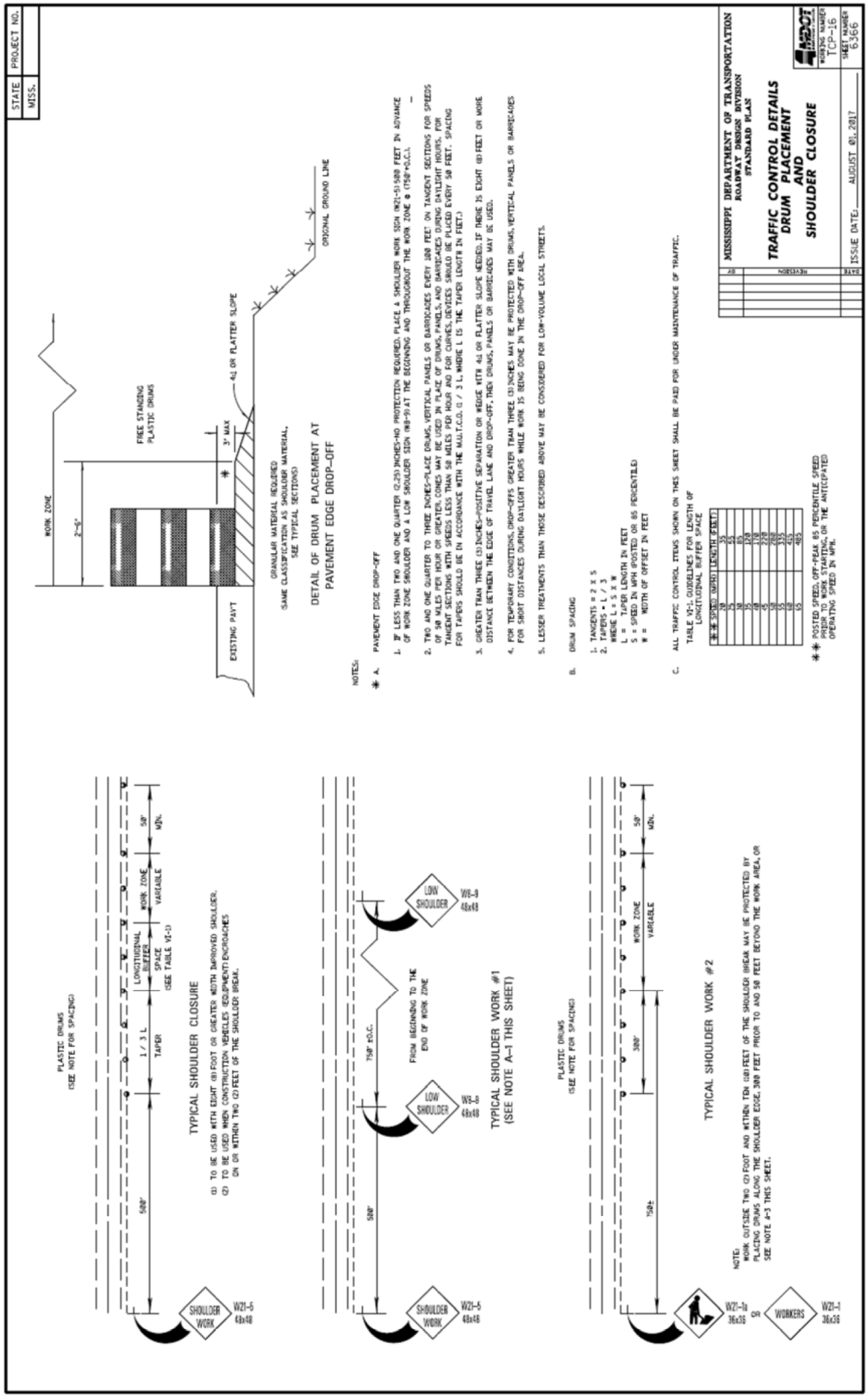
Source: Mississippi's Planning and Design Manual for Control of Erosion, Sediment and Stormwater

NOT TO SCALE
Revision
PH-04/23

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PERMIT DEPARTMENT - DISTRICT 6
(601)-544-6511

Sheet No.: 6 of 8
Permit No.: 6-23-18-11-0648

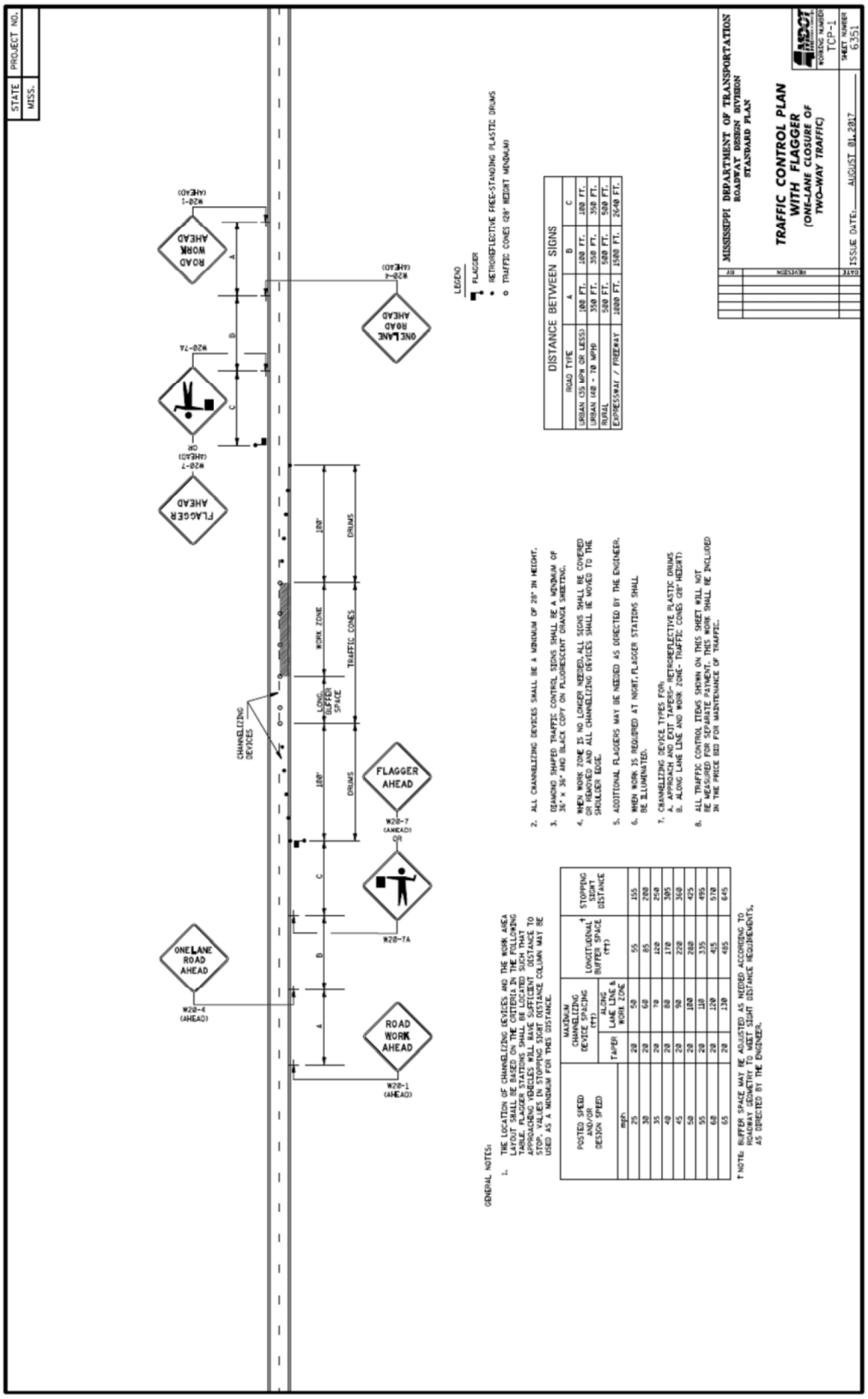
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PERMIT DEPARTMENT - DISTRICT 6
(601)-544-6511

Sheet No.: 7 of 8
Permit No.: 6-23-18-11-0648

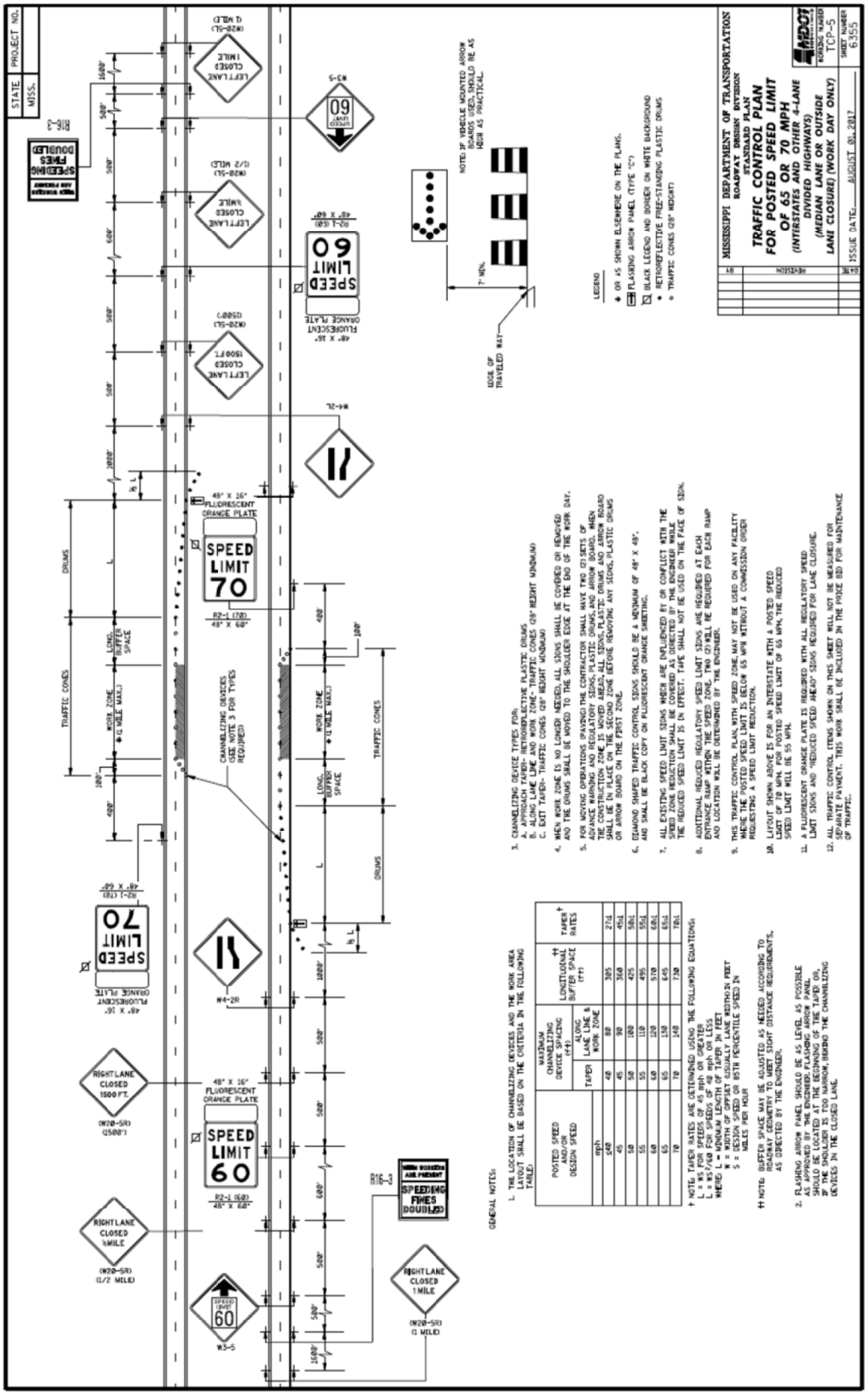
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PERMIT DEPARTMENT - DISTRICT 6
(601)-544-6511

Sheet No.: 8 of 8
Permit No.: 6-23-18-11-0648

"As a condition for the approval of this application, all the following notes apply."



Revision
PH-09/19

HIGHWAY 11
LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR
TOBY BARKER

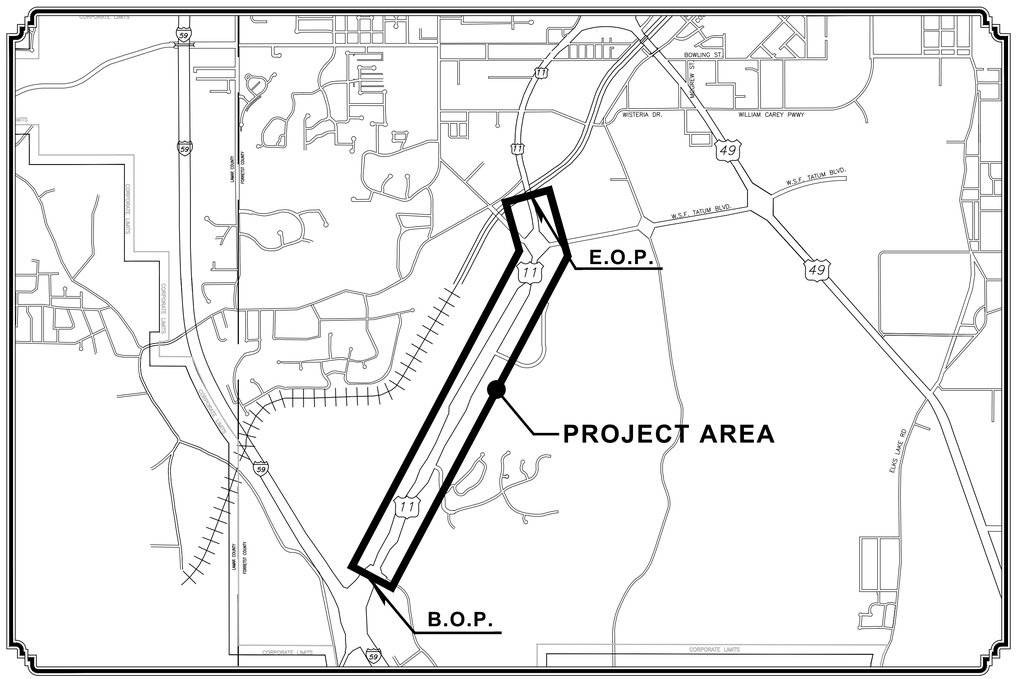
CHIEF ADMINISTRATIVE OFFICER
ANN JONES

ENGINEERING DIRECTOR
MARYBETH BERGIN, P.E.

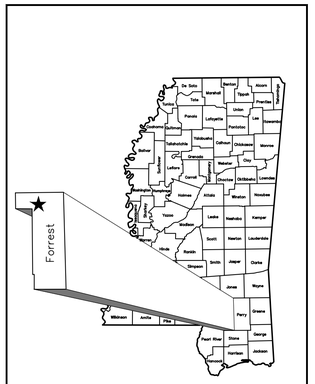
COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES
CITY OF HATTIESBURG
PEARL RIVER EPA
MISSISSIPPI POWER
AT&T
SPIRE GAS
COMCAST
CSPIRE



VICINITY MAP
PROJECT LOCATION



NOTE
★ INDICATES APPROXIMATE LOCATION OF PROJECT.
LAT. N 31°32'70" LONG. W -89°29'03"
(APPROX. MIDDLE OF PROJECT)

PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon

VIRGIL GLEN REED
REGISTERED PROFESSIONAL ENGINEER
#11536
STATE OF MISSISSIPPI

DATE : 09-28-2023

VIRGIL GLEN REED, P.E.
MISSISSIPPI LICENSE NO. 11536

DESCRIPTION OF SHEET	REVISION DATE	WKG. NO.	SHT. NO.
TITLE SHEET (1)		–	1
DETAILED INDEX (1)			
DETAILED INDEX		DI–1	2
GENERAL NOTES, ABBREVIATIONS & LEGEND (1)			
GENERAL NOTES, ABBREVIATIONS & LEGEND		GN–1	3
QUANTITY SHEETS (1)			
RECAPITULATION OF QUANTITIES		LQ–1	4
LIGHTING SHEETS (13)			
LIGHTING PLAN B.O.P. TO 516+00		LP–1	5
LIGHTING PLAN STA. 516+00 TO STA. 530+00		LP–2	6
LIGHTING PLAN STA. 530+00 TO STA. 544+00		LP–3	7
LIGHTING PLAN STA. 544+00 TO STA. 557+00		LP–4	8
LIGHTING PLAN STA. 557+00 TO STA. 570+00		LP–5	9
LIGHTING PLAN STA. 570+00 TO STA. 583+00		LP–6	10
LIGHTING PLAN STA. 583+00 TO STA. 595+00		LP–7	11
LIGHTING PLAN STA. 595+00 TO STA. 607+00		LP–8	12
LIGHTING PLAN STA. 607+00 TO E.O.P.		LP–9	13
LIGHTING DETAILS I		LD–1	14
LIGHTING DETAILS II		LD–2	15
LIGHTING DETAILS III		LD–3	16
GROUND GRID AND DETAILS		GGD–1	17
STANDARD DRAWINGS - ROADWAY SHEETS (4)			
TRAFFIC CONTROL PLAN WITH FLAGGER (ONE LANE CLOSURE OF TWO–WAY TRAFFIC)		TCP–1	6351
TRAFFIC CONTROL PLAN FOR POSTED SPEED LIMIT LESS THAN 65 MPH (4 LANE: MEDIAN LANE OR OUTSIDE LANE CLOSURE) (WORKDAY ONLY)		TCP–2	6352
HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS		TCP–8	6358
TRAFFIC CONTROL DETAILS DRUM PLACEMENT AND SHOULDER CLOSURE		TCP–16	6366

TOTAL SHEETS 21

NOTICE TO DRAWING HOLDER

NEEL–SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N–S PROJECT NO.: 17229.000	
				FILENAME: NS.17229–Index.dwg	
				SCALE: N.T.S.	
				SURVEYED BY: NEEL–SCHAFFER, INC.	
				DSGN: KC/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

VIRGIL GLEN REED
REGISTERED PROFESSIONAL ENGINEER
11686
STATE OF MISSISSIPPI
09-28-2023

NEEL–SCHAFFER
Solutions you can build upon

DETAIL INDEX

WORKING NUMBER: DI-1

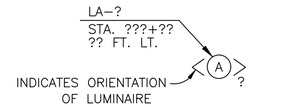
DRAWING NUMBER: 2

9/28/2023 3:00 PM P:\projects\001\5000\007\7000\17229.con – highway 11 lighting project\dwg\ns.17229–index.dwg

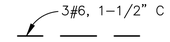
GENERAL NOTES

1. ALL LIGHTING ASSEMBLY AND SPC LOCATIONS WILL BE STAKED IN THE FIELD BY THE CONTRACTOR. LOCATIONS ARE TO BE REVIEWED BY THE ENGINEER.
2. ALL QUANTITIES SHOWN FOR BRANCH CIRCUITS ARE APPROXIMATE AND MAY NOT REFLECT LENGTHS REQUIRED BY THE TERRAIN IN THE FIELD.
3. THE CONTRACTOR MAY FIND IT NECESSARY TO CONSTRUCT TEMPORARY RAMPS OR ROADWAYS FOR CONSTRUCTION PURPOSES. THE CONTRACTOR SHALL NOT CONSTRUCT TEMPORARY RAMPS OR ROADWAYS BETWEEN THE INTERSTATE AND THE FRONTAGE ROAD. THESE MAY BE DONE AT THE APPROVAL OF THE ENGINEER (NOT A SEPARATE PAY ITEM). WHEN NO LONGER REQUIRED THE TEMPORARY RAMPS OR ROADWAYS ARE TO BE REMOVED, AND THE AFFECTED AREAS GRASSED, AND GROWTH ESTABLISHED (NOT A SEPARATE PAY ITEM). ALL TRAFFIC CONTROL DEVICES REQUIRED FOR COMPLIANCE WITH THE MUTCD SHALL BE PROVIDED BY THE CONTRACTOR AT NO COST TO THE STATE.
4. THE COST OF DISPOSING OF MATERIALS SHALL BE ABSORBED FOR PAYMENT IN OTHER ITEMS.
5. CONTRACTOR SHALL PROVIDE TOUCH UP PAINT, COLOR BLACK, SUPPLIED BY POLE MANUFACTURER TO MATCH POLE FINISH.
6. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
7. WHERE CONTRACTOR ENCOUNTERS PAVED DITCHES IN ROUTING OF BRANCH CIRCUITS, HE MAY TRENCH AND REPLACE DITCH OR JACK UNDER DITCH, THIS IS NOT A SEPARATE PAY ITEM. DAMAGE TO PAVED DITCHES (AND OTHER STRUCTURES) CAUSED BY THE CONTRACTOR DURING THIS PROJECT SHALL BE REPAIRED, (AS DIRECTED BY THE ENGINEER) AT NO COST TO THE STATE.
8. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER (NOT A SEPARATE PAY ITEM).
9. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
10. METAL POLES SHALL BE SHIPPED TO SITE LOCATION SECURED WITH NYLON OR OTHER SUITABLE TIE DOWN MEANS TO PREVENT DAMAGE TO POLE SURFACE. CABLE OR CHAIN LASHINGS ARE NOT TO BE USED.
11. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
12. CONTRACTOR MAY JACK OR BORE A SINGLE SLEEVE FOR INSTALLATION OF MULTIPLE BRANCH CIRCUIT CONDUITS AT A ROADWAY CROSSING, RATHER THAN JACKING OR BORING INDIVIDUAL CONDUITS. THE INSTALLATION OF THE SLEEVE AND FIRST CONDUIT WILL BE PAID FOR AT THE BID PRICE FOR UNDERGROUND BRANCH CIRCUIT (JACKED OR BORED). ADDITIONAL CONDUITS PLACED IN THE SLEEVE SHALL BE PAID FOR AT THE BID PRICE OF REGULAR UNDERGROUND BRANCH CIRCUIT. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR LARGER SLEEVE. SUBMIT SIZE OF SLEEVE AND MATERIALS FOR APPROVAL PRIOR TO INSTALLATION. PAYMENT FOR JACK OR BORE SHALL BE FOR THE LENGTHS SPECIFIED IN THE PLANS.
13. WIRE FENCE WILL BE REQUIRED FOR ALL SILT FENCE.
14. THE LOCATION AND SPACING OF SIGNS, SHOWN ON THE TRAFFIC CONTROL PLANS, ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
15. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE SURFACE TREATED SHOULDER WHICH MIGHT OCCUR DURING CONSTRUCTION. ANY REPAIR TO SHOULDER WILL BE IN ACCORDANCE WITH SECTION 410 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. NO PAYMENT WILL BE MADE FOR REPAIR OF DAMAGED SHOULDER.
16. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION , THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION OR ANY STRUCTURES ADJACENT TO THE EXCAVATION. ALL COSTS FOR DESIGNING, DRAWING, AND CONSTRUCTING THE FACILITY, SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.
17. CROSSING OF MEDIAN WILL BE ALLOWED ONLY AT APPROVED EXISTING CROSSOVERS AND WILL ONLY BE ALLOWED DURING DAYLIGHT HOURS. USE OF THE APPROVED MEDIAN CROSSOVERS SHALL BE ACCORDANCE WITH TCP-13. AT NO TIME WILL CROSSING BE ALLOWED BETWEEN THE INTERSTATE, INTERSTATE RAMPS, AND ADJACENT FRONTAGE ROADS.
18. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.
19. SEE MDOT PERMIT IN THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. CONTRACTOR SHALL FILL OUT THE REMAINDER OF THE MDOT PERMIT APPLICATION.
20. CONTRACTOR IS TO NOTIFY ENGINEER 72 HOURS IN ADVANCE OF BORING ACTIVITIES. (6 FEET UNDER DRAINAGE STRUCTURES/PIPES).
21. TEMPORARY LANE CLOSURES SHALL BE PERMITTED BETWEEN THE HOURS OF 8:30AM AND 4:00 PM MONDAY THROUGH FRIDAY. TEMPORARY LANES CLOSURES SHALL BE LIMITED TO 3 HOURS MAXIMUM. ANY LANES CLOSURES THAT EXCEED 3 HOURS SHALL BE DONE AT NIGHT FROM 8:00 PM TO 6:00 AM MONDAY THROUGH FRIDAY.
22. ALL JACK OR BORES SHALL HAVE A MINIMUM DEPTH OF 6 FEET. (6' UNDER DRAINAGE STRUCTURES/PIPE.)
23. ALL TREES ARE TO REMAIN. CONTRACTOR IS PROHIBITED FROM WORKING/PARKING EQUIPMENT AND VEHICLES, AND, STORING MATERIALS WITHIN 15 FEET OF THE TREES. CREPE MYRTLES RUN FROM THE BEGINNING OF PROJECT TO END OF PROJECT.
24. EXCESS MATERIAL RESULTING FROM POLE FOUNDATION CONSTRUCTION SHALL BE REMOVED FROM THE SITE. COST IS TO BE ABSORBED.
25. WHERE CONCRETE DITCH IS ENCOUNTERED, POLE FOUNDATION SHALL BE OFF SET FROM CENTERLINE THREE TO FIVE FEET TO AVOID DAMAGE TO CONCRETE DITCH.

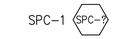
LEGEND



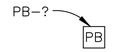
LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NO., 35FT. POLE, 12 FT. MAST ARM, 2 - 159 WATT LED
^ INDICATES ORIENTATION OF THE FIXTURE TYPE III DISTRIBUTION LUMINAIRES. (TYPE 35-2-12-159)
? INDICATES CIRCUIT



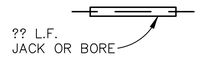
UNDERGROUND SECONDARY BRANCH CIRCUIT, NO. OF CONDUCTORS, SIZE OF CONDUIT AND CONDUCTORS.



SECONDARY POWER CONTROLLER, NO.



UNDERGROUND PULL BOX



UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, LENGTH.



HIGHWAY STATION NUMBERS

TREE

TREE LINE

ABBREVIATIONS

@	- AT
A.W.G.	- AMERICAN WIRE GUAGE
B.O.P.	- BEGINNING OF PROJECT
BRCH.	- BRANCH
℄	- CENTERLINE
CKT	- CIRCUIT
CY	- CUBIC YARDS
°	- DEGREE
DIA.	- DIAMETER
DWG.	- DRAWING
EA.	- EACH
E.O.P.	- END OF PROJECT
EXP.	- EXPOSED
GALV.	- GALVANIZED
H.P.S.	- HIGH PRESSURE SODIUM
I.E.S.	- ILLUMINATING ENGINEERING SOCIETY
LA-3,HA-1	- LIGHTING ASSEMBLY - NUMBER
L.F.	- LINEAR FEET
L.S.	- LUMP SUM
LT.	- LEFT
MDOT	- MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MTG.	- MOUNTING
NE.	- NORTHEAST
NPS	- NOMINAL PIPE SIZE
N.T.S.	- NOT TO SCALE
NW.	- NORTHWEST
NO. OR #	- NUMBER
O.C.	- ON CENTER
±	- PLUS/MINUS
PSI	- POUNDS PER SQUARE INCH
PVC	- POLYVINYL CHLORIDE
RT.	- RIGHT
SE.	- SOUTHEAST
S.P.C.	- SECONDARY POWER CONTROLLER
SQ.	- SQUARE
SW.	- SOUTHWEST
THW	- THERMOLASTIC HEAT AND MOISTURE RESISTANT
UNGD.	- UNDERGROUND
N.B.C.L.	- NORTH BOUND CENTERLINE
W.	- WATT

811 Know what's below. Call before you dig.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 17229.000	
FILENAME: NS.17229 GN-Elec-Abrev.dwg	
SCALE: N.T.S.	
SURVEYED BY: NEEL-SCHAFFER, INC.	
DSGN: KC/VR	DATE: 08/2023
DRWN: JEM	DATE: 08/2023
CHKD: GPC	DATE: 08/2023
QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

VIRGIL GLEN REED — REGISTERED PROFESSIONAL ENGINEER — 11998 — STATE OF MISSISSIPPI — 09-28-2023

NEEL-SCHAFFER Solutions you can build upon

GENERAL NOTES
ABBREVIATIONS AND LEGEND

WORKING NUMBER:	DRAWING NUMBER:
GN-1	3

9/28/2023 3:59 PM x:\projects\001500\001700\17229 csh - highway 11 lighting project\dwg\ns.17229 gn-elec-abrev.dwg

RECAPITULATION OF QUANTITIES

LIGHTING ASSEMBLY	STATION	LOW MAST TYPE			BREAKAWAY DEVICE REQUIRED	LAMP WATTS	IES TYPE	POLE LENGTH (FT)	S.P.C. NUMBER	CIRCUIT NUMBER	NUMBER OF LUMINAIRES	FOUNDATION CONC. C. Y.			UNGD. BRANCH CKT. WIRE AWG #, FT. 3 CONDUCTOR				UNGD. BRANCH CKT. WIRE (JACKED AWG #, FT. 3 CONDUCTOR OR BORED)				PULL BOXES
		A										24" DIA			6	2			6	2			UNDGRD.
LA–1	509+68	1			X	159	III	35	1	1	2	1.05			200								
LA–2	511+68	1			X	159	III	35	1	1	2	1.05			186								
LA–3	513+55	1			X	159	III	35	1	1	2	1.05			189								
LA–4	515+43	1			X	159	III	35	1	1	2	1.05			198								
LA–5	517+40	1			X	159	III	35	1	1	2	1.05			198								
LA–6	519+39	1			X	159	III	35	1	1	2	1.05			200								
LA–7	521+39	1			X	159	III	35	1	1	2	1.05			193								
LA–8	523+31	1			X	159	III	35	1	1	2	1.05			194								
LA–9	525+21	1			X	159	III	35	1	1	2	1.05			196								
LA–10	527+17	1			X	159	III	35	1	1	2	1.05			127								
LA–11	528+43	1			X	159	III	35	1	1	2	1.05			120				60				
LA–12	530+17	1			X	159	III	35	1	1	2	1.05			203								
LA–13	532+22	1			X	159	III	35	1	1	2	1.05				200							
LA–14	534+22	1			X	159	III	35	1	1	2	1.05				204							
LA–15	536+22	1			X	159	III	35	1	1	2	1.05				203							
LA–16	538+22	1			X	159	III	35	1	1	2	1.05				205							
LA–17	540+23	1			X	159	III	35	1	1	2	1.05				123							
LA–18	541+40	1			X	159	III	35	1	1	2	1.05				100				50			
LA–19	543+28	1			X	159	III	35	1	1	2	1.05			100				50				
LA–20	545+27	1			X	159	III	35	1	2	2	1.05			200								
LA–21	547+28	1			X	159	III	35	1	2	2	1.05			201								
LA–22	549+29	1			X	159	III	35	1	2	2	1.05			200								
LA–23	551+26	1			X	159	III	35	1	2	2	1.05			196								
LA–24	553+14	1			X	159	III	35	1	2	2	1.05			188								
LA–25	555+17	1			X	159	III	35	1	2	2	1.05			203								
LA–26	557+08	1			X	159	III	35	1	2	2	1.05			191								
LA–27	559+04	1			X	159	III	35	1	2	2	1.05			122				75				
LA–28	561+00	1			X	159	III	35	1	2	2	1.05			201								
LA–29	563+04	1			X	159	III	35	1	2	2	1.05			207								
LA–30	555+11	1			X	159	III	35	2	1	2	1.05			203								
LA–31	567+09	1			X	159	III	35	2	1	2	1.05			110								
LA–32	568+18	1			X	159	III	35	2	1	2	1.05			101				75				
LA–33	569+93	1			X	159	III	35	2	1	2	1.05			198								
LA–34	571+92	1			X	159	III	35	2	1	2	1.05			207								
LA–35	573+98	1			X	159	III	35	2	1	2	1.05			203								
LA–36	576+00	1			X	159	III	35	2	1	2	1.05			194								
LA–37	577+91	1			X	159	III	35	2	1	2	1.05			110								
LA–38	579+00	1			X	159	III	35	2	1	2	1.05			63				138				
LA–39	580+95	1			X	159	III	35	2	2	2	1.05			114				36				
LA–40	582+90	1			X	159	III	35	2	2	2	1.05				114				36			
LA–41	584+90	1			X	159	III	35	2	2	2	1.05				204							
LA–42	586+90	1			X	159	III	35	2	2	2	1.05				203							
LA–43	588+49	1			X	159	III	35	2	2	2	1.05				145							
LA–44	590+11	1			X	159	III	35	2	2	2	1.05				113				75			
LA–45	592+22	1			X	159	III	35	2	2	2	1.05				216							
LA–46	594+22	1			X	159	III	35	2	2	2	1.05				200							
LA–47	596+23	1			X	159	III	35	2	2	2	1.05				201							
LA–48	598+28	1			X	159	III	35	2	2	2	1.05				210							
LA–49	600+43	1			X	159	III	35	2	2	2	1.05				219							
LA–50	602+53	1			X	159	III	35	2	2	2	1.05				210							
LA–51	604+59	1			X	159	III	35	2	2	2	1.05				205							
LA–52	607+67	1			X	159	III	35	2	2	2	1.05			209								
LA–53	608+35	1			X	159	III	35	2	2	2	1.05			200								
LA–54	610+34	1			X	159	III	35	2	2	2	1.05			135				65				
LA–55	612+37	1			X	159	III	35	2	2	2	1.05			202								
LA–56	614+49	1			X	159	III	35	2	2	2	1.05			195								
LA–57	616+16	1			X	159	III	35	2	2	2	1.05			188								
LA–58	617+72	1			X	159	III	35	2	2	2	1.05			86				70				
LA–59	619+51	1			X	159	III	35	2	2	2	1.05			184								
SPC–1	541+64															50							
SPC–2	582+00															50							
TOTAL		59										62.00			7115	3375			569	161			

NOTICE TO DRAWING HOLDER

NEEL–SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.: 17229.000	
FILENAME: NS.17229 Elec–Recap–Qty.dwg	
SCALE: N.T.S.	
SURVEYED BY: NEEL–SCHAFFER, INC.	
DSGN: KC/VR	DATE: 08/2023
DRWN: JEM	DATE: 08/2023
CHKD: GPC	DATE: 08/2023
QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

VIRGIL GLEN REED
REGISTERED PROFESSIONAL ENGINEER
21936
STATE OF MISSISSIPPI
09-28-2023

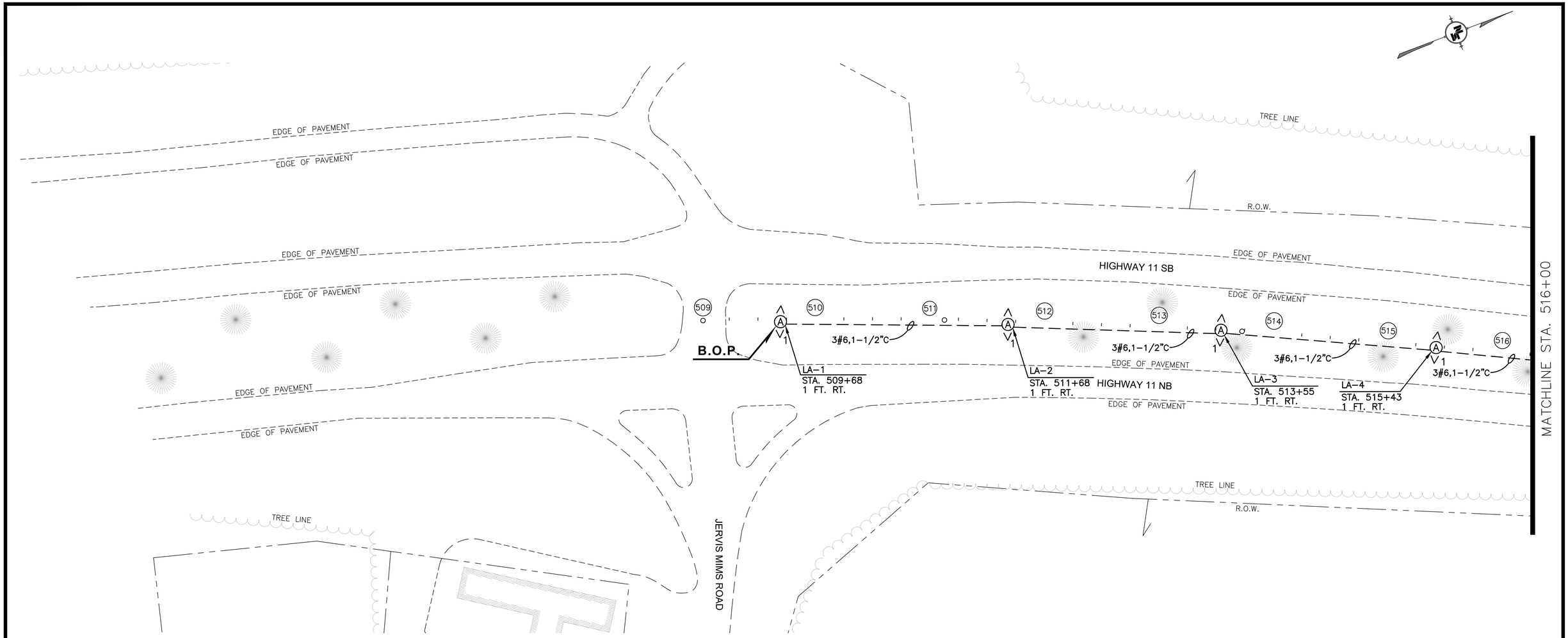
NEEL–SCHAFFER
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RECAPITULATION OF QUANTITIES

WORKING NUMBER: LQ-1

DRAWING NUMBER: 4

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GENERAL NOTES:

1. SEE TCP-1, TCP-2, TCP-8, AND TCP-16 FOR TRAFFIC CONTROL REQUIREMENTS.
2. "ROAD WORK NEXT 2.5 MILES" AND "END OF WORK" SHALL BE PLACED AT THE B.O.P. AND E.O.P.

NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING 16 FOR FOUNDATION INFORMATION.

NO.	STATION	OFFSET	REMARKS
LA-1	509+68	1 FT. RT.	HWY. 11 C.L.
LA-2	511+68	1 FT. RT.	HWY. 11 C.L.
LA-3	513+55	1 FT. RT.	HWY. 11 C.L.
LA-4	515+43	1 FT. RT.	HWY. 11 C.L.

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

1 inch = 40 feet

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17229.000	
				FILENAME: 17229_Elec Siteplan.dwg	
				SCALE: 1" = 40'	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: KC/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

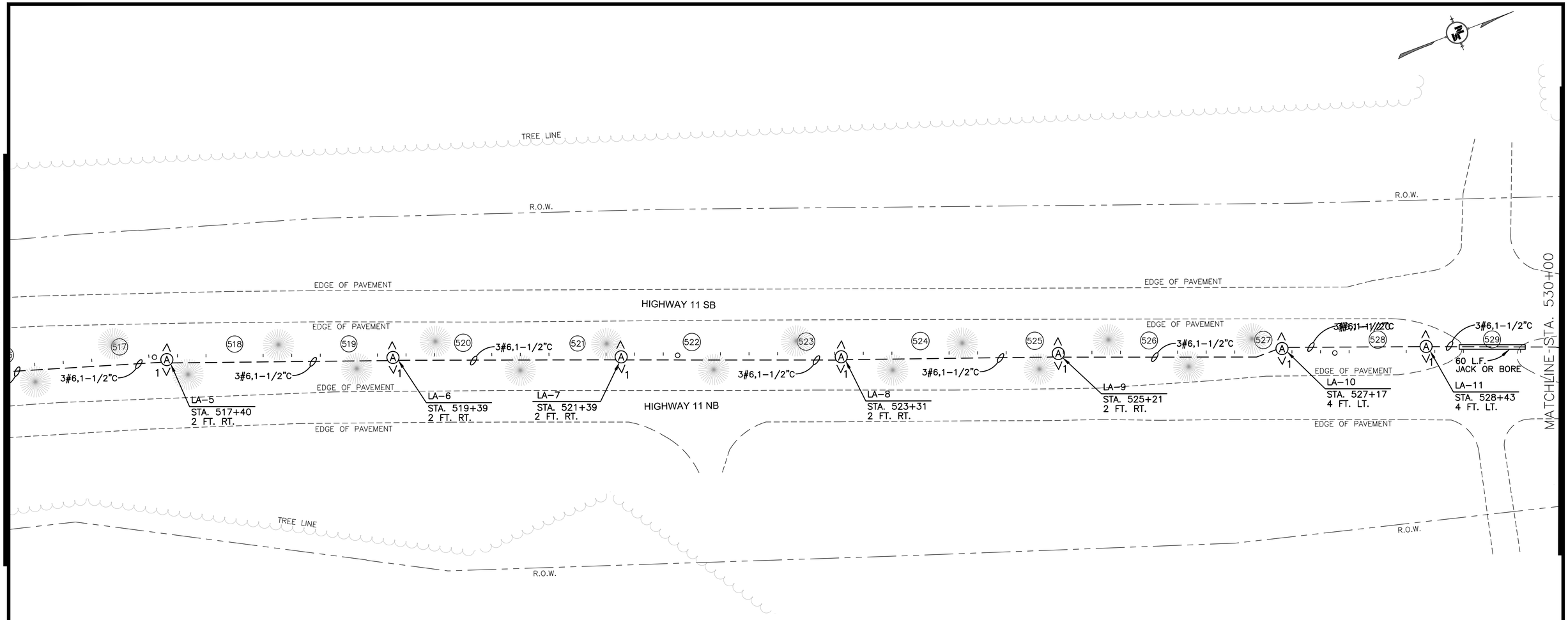
VIRGIL GLEN REED
REGISTERED PROFESSIONAL ENGINEER
21936
STATE OF MISSISSIPPI
09-28-2023

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LIGHTING PLAN
B.O.P. TO 516+00

WORKING NUMBER:	DRAWING NUMBER:
LP-1	5

9/28/2023 3:03 PM x:\projects\001500\001700\17229 ash - highway 11 lighting project\dwg\17229_elec siteplan.dwg



NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING 16 FOR FOUNDATION INFORMATION.

NO.	STATION	OFFSET	REMARKS
LA-5	517+40	2 FT. RT.	HWY. 11 C.L.
LA-6	519+39	2 FT. RT.	HWY. 11 C.L.
LA-7	521+39	2 FT. RT.	HWY. 11 C.L.
LA-8	523+31	2 FT. RT.	HWY. 11 C.L.
LA-9	525+21	2 FT. RT.	HWY. 11 C.L.
LA-10	527+17	4 FT. LT.	HWY. 11 C.L.
LA-11	528+43	4 FT. LT.	HWY. 11 C.L.

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

1 inch = 40 feet

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17229.000	
				FILENAME: 17229_Elec Siteplan.dwg	
				SCALE: 1" = 40'	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: KC/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

VIRGIL GLEN REED
REGISTERED PROFESSIONAL
ENGINEER
11696
STATE OF MISSISSIPPI
09-28-2023

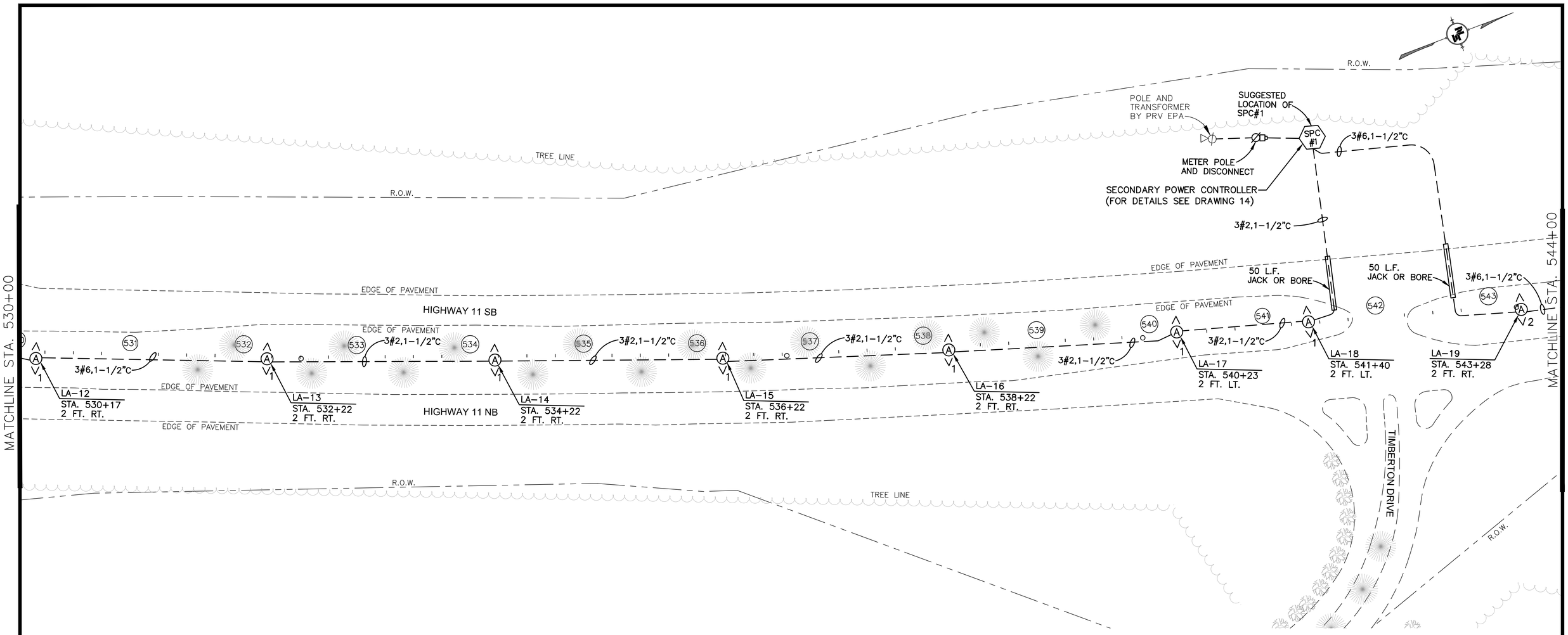
NEEL-SCHAFFER
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LIGHTING PLAN
STA. 516+00 TO STA. 530+00

WORKING NUMBER: LP-2

DRAWING NUMBER: 6

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NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING 16 FOR FOUNDATION INFORMATION.

CKT#	AMPERES	POLES	SERVES	KVA
1	20	2	LA-1 THRU LA-18	5.724
2	20	2	LA-19 THRU LA-28	3.180
3	–	–	SPACE	–
4	–	–	SPACE	–
5-12	–	–	SPACE	–
			TOTAL	8.904

SECONDARY POWER CONTROLLER

SPC # 1 STATION 541+65
LOCATION LT. OF HWY. 11 SB
BUS 100 AMPERE 100 AMPERE MCB
480 VOLTS 1 PHASE 4 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

NO.	STATION	OFFSET	REMARKS
LA-12	530+17	2 FT. RT.	HWY. 11 C.L.
LA-13	532+22	2 FT. RT.	HWY. 11 C.L.
LA-14	534+22	2 FT. RT.	HWY. 11 C.L.
LA-15	536+22	2 FT. RT.	HWY. 11 C.L.
LA-16	538+22	2 FT. RT.	HWY. 11 C.L.
LA-17	540+23	2 FT. LT.	HWY. 11 C.L.
LA-18	541+40	2 FT. LT.	HWY. 11 C.L.
LA-19	543+28	2 FT. RT.	HWY. 11 C.L.

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17229.000	
				FILENAME: 17229_Elec Siteplan.dwg	
				SCALE: 1" = 40'	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: KC/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

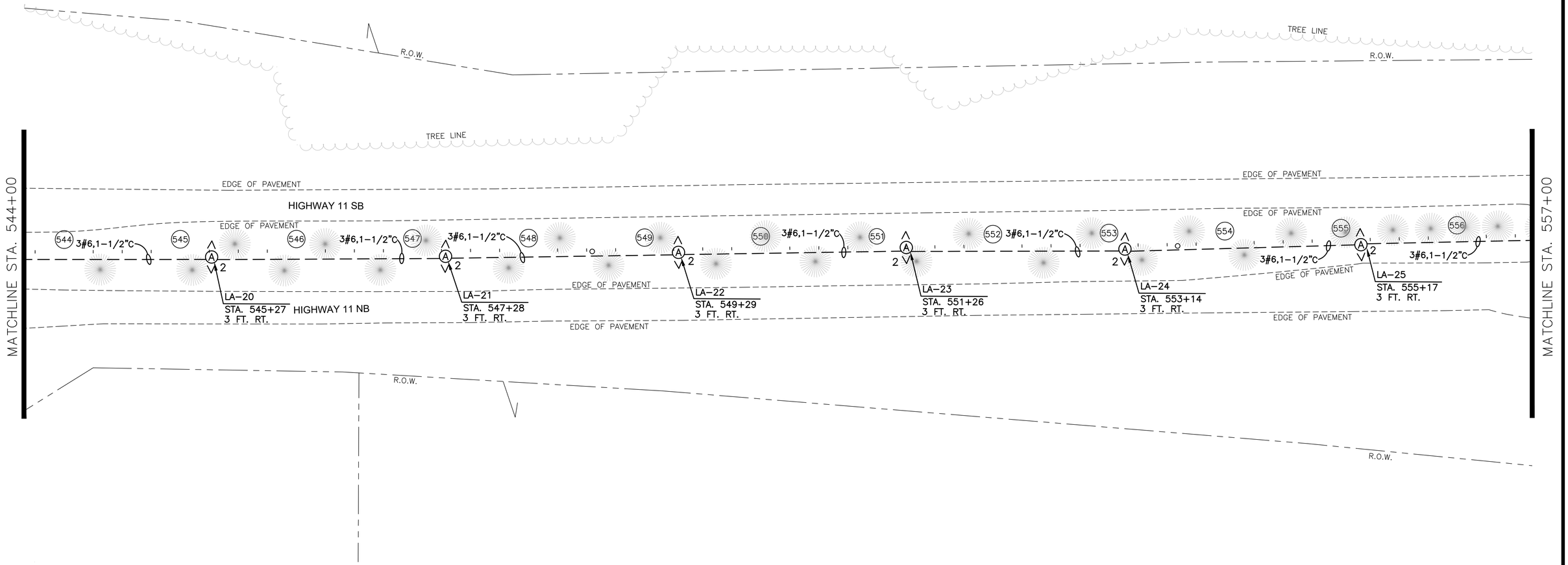
VIRGIL GLEN RUSSELL REGISTERED PROFESSIONAL ENGINEER 21936 STATE OF MISSISSIPPI 09-28-2023

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
STA. 530+00 TO STA. 544+00

WORKING NUMBER: LP-3
DRAWING NUMBER: 7

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NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING 16 FOR FOUNDATION INFORMATION.

NO.	STATION	OFFSET	REMARKS
LA-20	545+27	3 FT. RT.	HWY. 11 C.L.
LA-21	547+28	3 FT. RT.	HWY. 11 C.L.
LA-22	549+29	3 FT. RT.	HWY. 11 C.L.
LA-23	551+26	3 FT. RT.	HWY. 11 C.L.
LA-24	553+14	3 FT. RT.	HWY. 11 C.L.
LA-25	555+17	3 FT. RT.	HWY. 11 C.L.

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

1 inch = 40 feet

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17229.000	
				FILENAME: 17229_Elec Siteplan.dwg	
				SCALE: 1" = 40'	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: KC/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

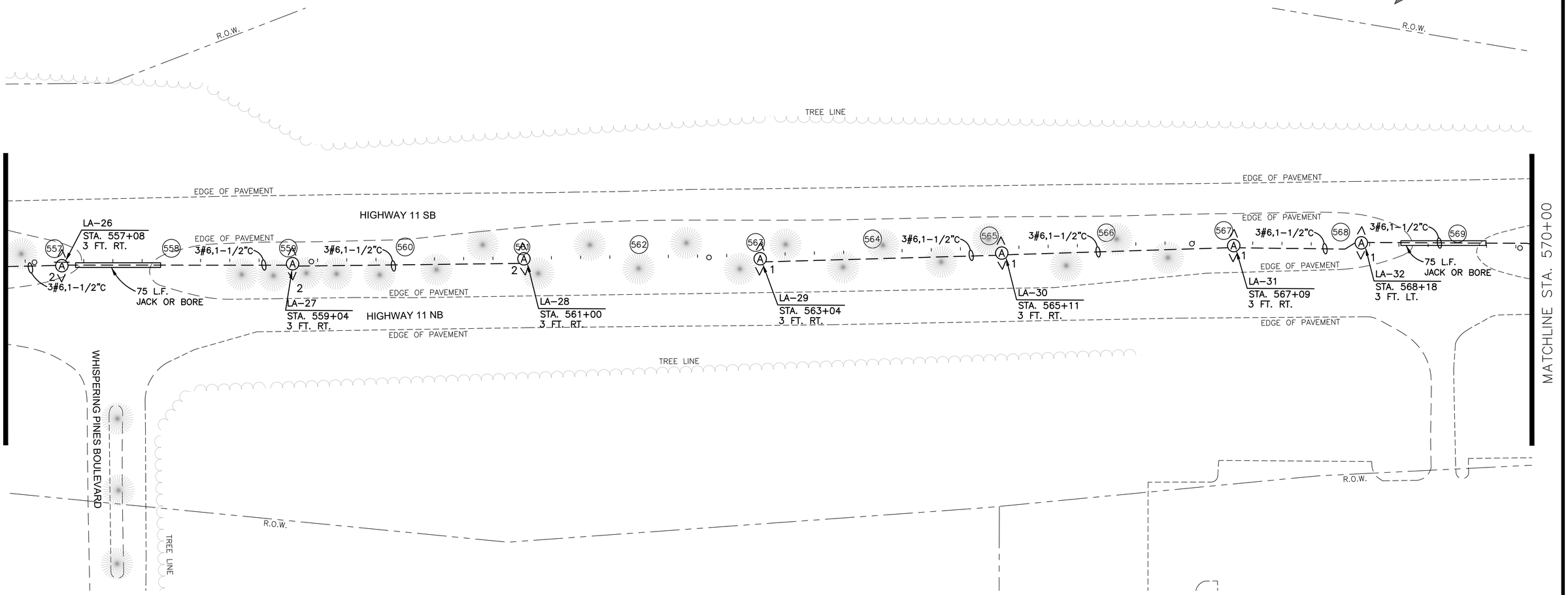
VIRGIL GLEN REDD
REGISTERED PROFESSIONAL
ENGINEER
11698
STATE OF MISSISSIPPI
09-28-2023

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
STA. 544+00 TO STA. 557+00

WORKING NUMBER:	DRAWING NUMBER:
LP-4	8

9/28/2023 3:03 PM J:\projects\001500\001700\17229 cdh - highway 11 lighting project\dwg\17229_elec siteplan.dwg



NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING 16 FOR FOUNDATION INFORMATION.

NO.	STATION	OFFSET	REMARKS
LA–26	557+08	3 FT. RT.	HWY. 11 C.L.
LA–27	559+04	3 FT. RT.	HWY. 11 C.L.
LA–28	561+00	3 FT. RT.	HWY. 11 C.L.
LA–29	563+04	3 FT. RT.	HWY. 11 C.L.
LA–30	555+11	3 FT. RT.	HWY. 11 C.L.
LA–31	567+09	3 FT. RT.	HWY. 11 C.L.
LA–32	568+18	3 FT. LT.	HWY. 11 C.L.

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

NOTICE TO DRAWING HOLDER

NEEL–SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.: 17229.000	
FILENAME: 17229_Elec Siteplan.dwg	
SCALE: 1" = 40'	
SURVEYED BY: NEEL–SCHAFFER, INC.	
DSGN: KC/VR	DATE: 08/2023
DRWN: JEM	DATE: 08/2023
CHKD: GPC	DATE: 08/2023
QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

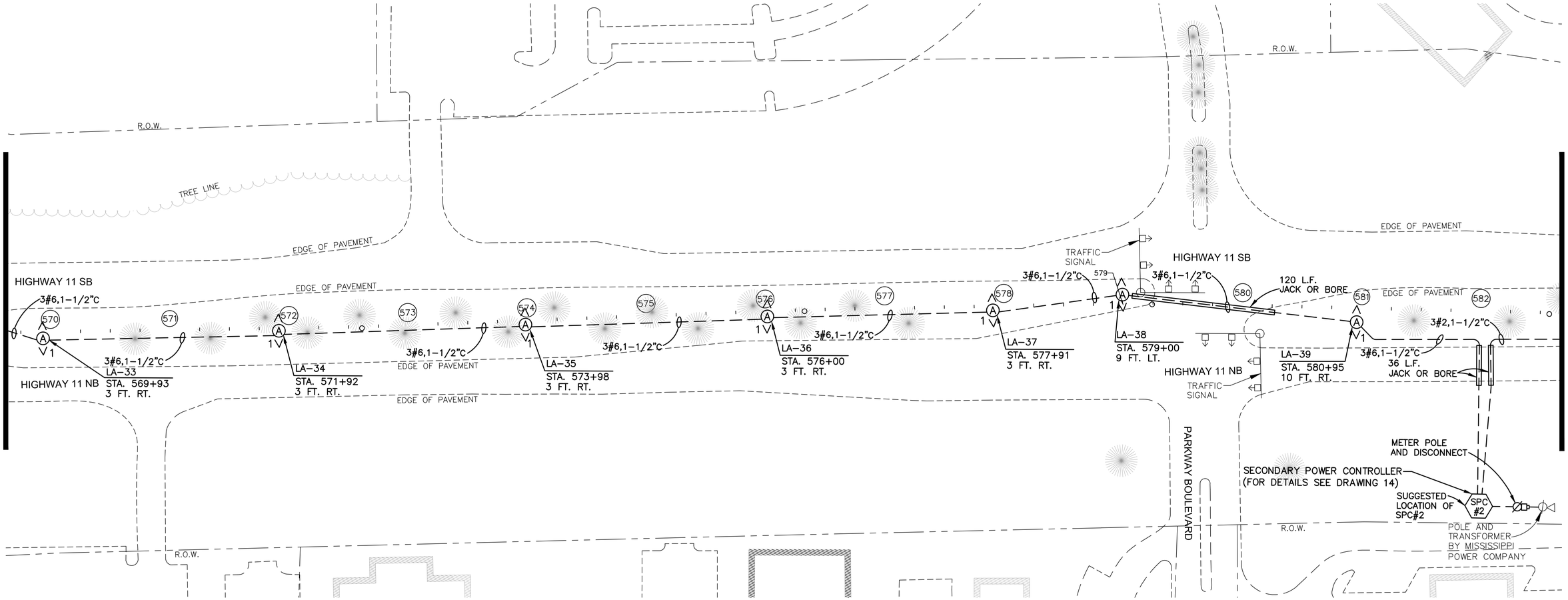
VIRGIL GLEN REED
REGISTERED PROFESSIONAL ENGINEER
21936
STATE OF MISSISSIPPI
09-28-2023

NEEL–SCHAFFER
Solutions you can build upon

LIGHTING PLAN
STA. 557+00 TO STA. 570+00

WORKING NUMBER:	DRAWING NUMBER:
LP-5	9

9/29/2023 3:54 PM J:\projects\001500\001700\17229 con – highway 11 lighting project\dwg\17229_elec siteplan.dwg



NOTES

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2. SEE DRAWING 16 FOR FOUNDATION INFORMATION.

CKT#	AMPERES	POLES	SERVES	KVA
1	20	2	LA-29 THRU LA-39	3.498
2	20	2	LA-40 THRU LA-59	6.042
3	–	–	SPACE	–
4	–	–	SPACE	–
5-12	–	–	SPACE	–
			TOTAL	9.54

SECONDARY POWER CONTROLLER

SPC # 2 STATION 582+00
LOCATION LT. OF HWY. 11 NB
BUS 100 AMPERE 100 AMPERE MCB
480 VOLTS 1 PHASE 4 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

NO.	STATION	OFFSET	REMARKS
LA-33	569+93	3 FT. RT.	HWY. 11 C.L.
LA-34	571+92	3 FT. RT.	HWY. 11 C.L.
LA-35	573+98	3 FT. RT.	HWY. 11 C.L.
LA-36	576+00	3 FT. RT.	HWY. 11 C.L.
LA-37	577+91	3 FT. RT.	HWY. 11 C.L.
LA-38	579+00	9 FT. LT.	HWY. 11 C.L.
LA-39	580+95	10 FT. RT.	HWY. 11 C.L.

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

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QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

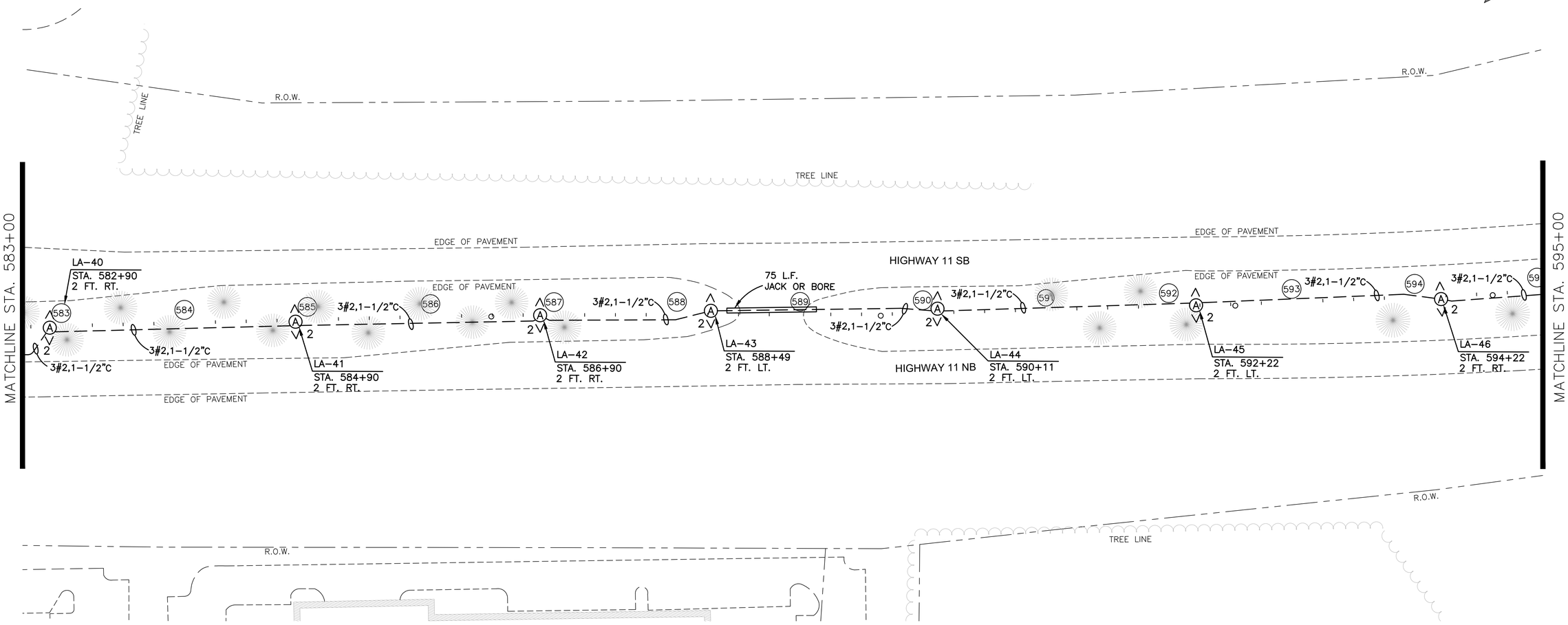
VIRGIL GLEN RICH
REGISTERED PROFESSIONAL ENGINEER
#11696
STATE OF MISSISSIPPI
09-28-2023

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
STA. 570+00 TO STA. 583+00

WORKING NUMBER: LP-6
DRAWING NUMBER: 10

9/28/2023 3:05 PM J:\projects\2015000\2017000\17229 cdh - highway 11 lighting project\dwg\17229_elec siteplan.dwg



NOTES

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2. SEE DRAWING 16 FOR FOUNDATION INFORMATION.

NO.	STATION	OFFSET	REMARKS
LA-40	582+90	2 FT. RT.	HWY. 11 C.L.
LA-41	584+90	2 FT. RT.	HWY. 11 C.L.
LA-42	586+90	2 FT. RT.	HWY. 11 C.L.
LA-43	588+49	2 FT. LT.	HWY. 11 C.L.
LA-44	590+11	2 FT. LT.	HWY. 11 C.L.
LA-45	592+22	2 FT. LT.	HWY. 11 C.L.
LA-46	594+22	2 FT. RT.	HWY. 11 C.L.

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

1 inch = 40 feet

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				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: KC/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

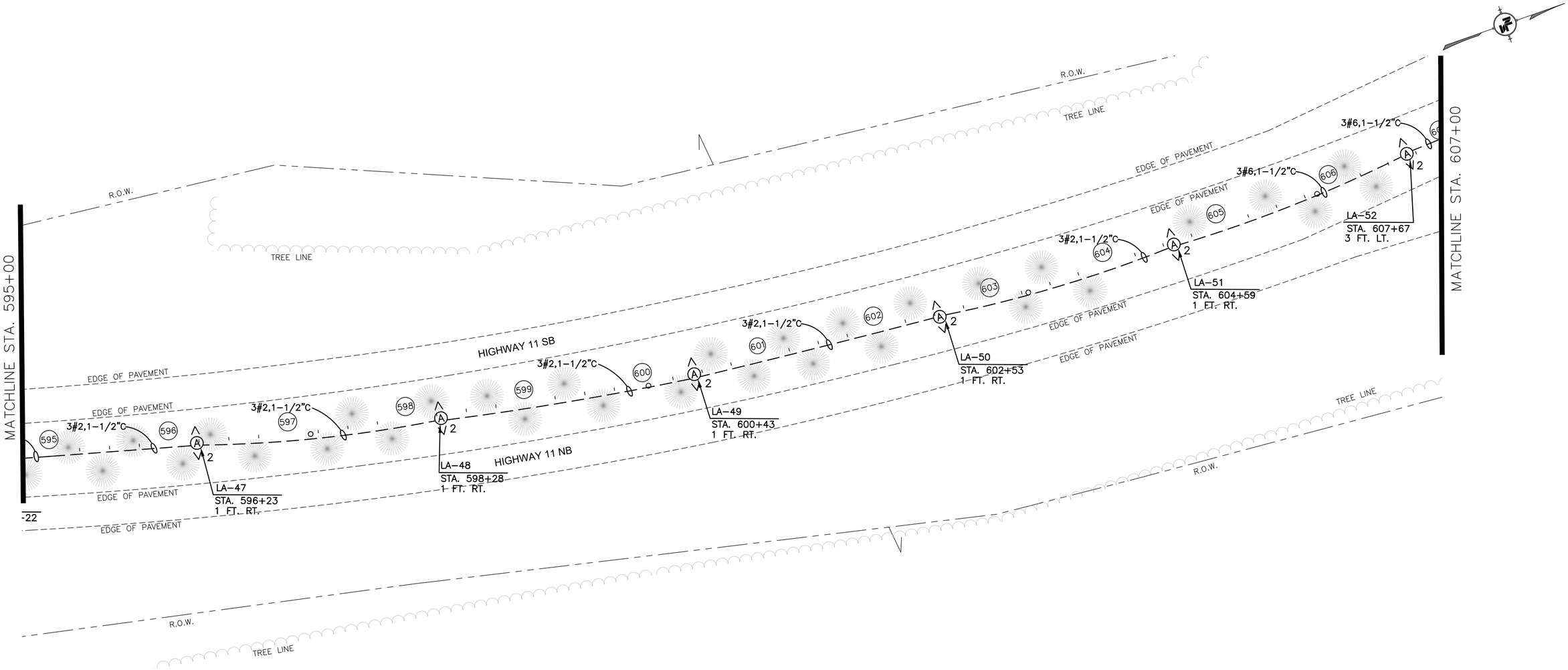
VIRGIL GLEN REED
REGISTERED PROFESSIONAL ENGINEER
11698
STATE OF MISSISSIPPI
09-28-2023

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
STA. 583+00 TO STA. 595+00

WORKING NUMBER:	DRAWING NUMBER:
LP-7	11

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NOTES

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NO.	STATION	OFFSET	REMARKS
LA-47	596+23	1 FT. RT.	HWY. 11 C.L.
LA-48	598+28	1 FT. RT.	HWY. 11 C.L.
LA-49	600+43	1 FT. RT.	HWY. 11 C.L.
LA-50	602+53	1 FT. RT.	HWY. 11 C.L.
LA-51	604+59	1 FT. RT.	HWY. 11 C.L.
LA-52	607+67	3 FT. LT.	HWY. 11 C.L.

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

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CHKD: GPC	DATE: 08/2023
QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

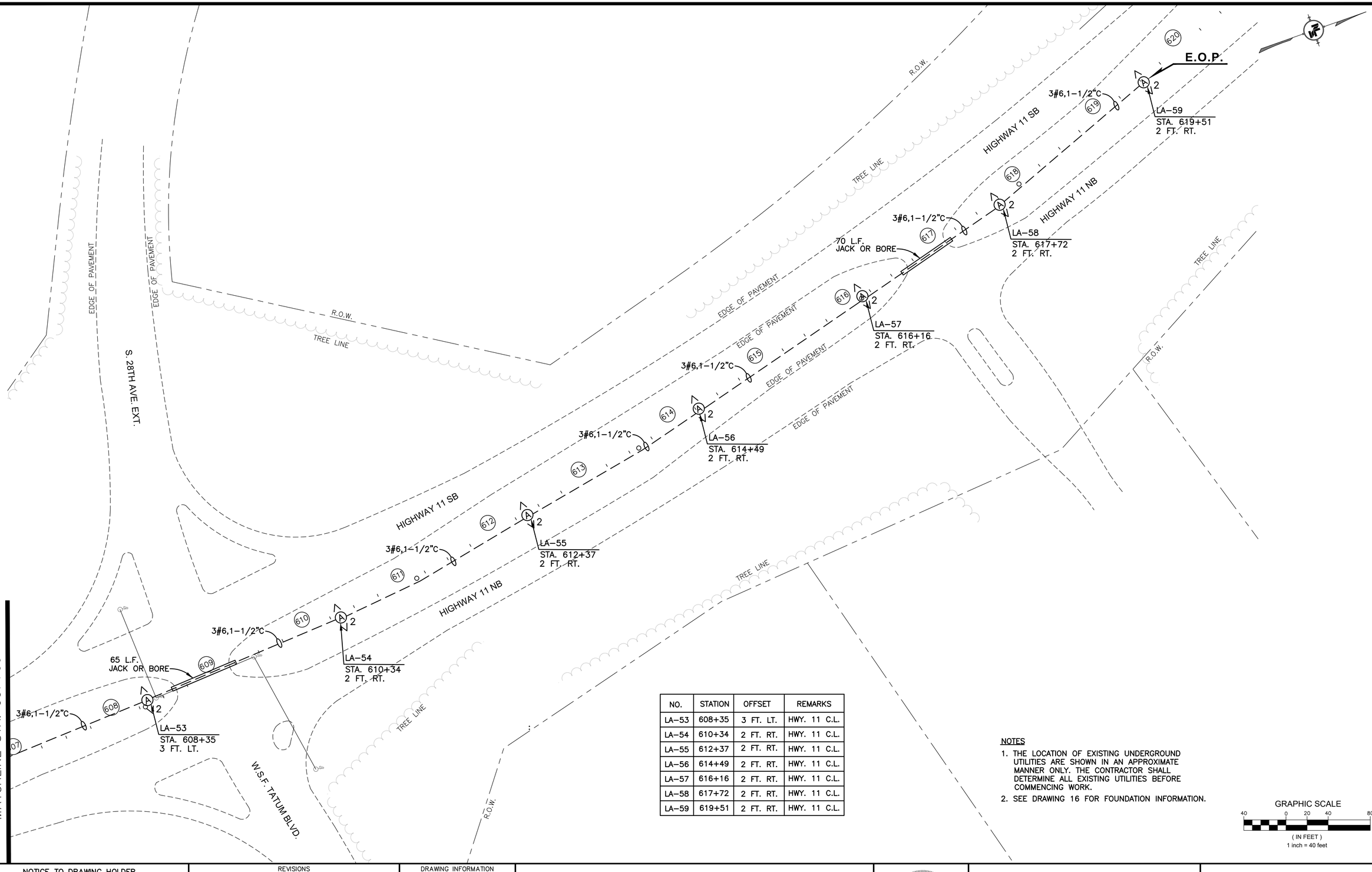
VIRGIL GLEN REDD
REGISTERED PROFESSIONAL
ENGINEER
11698
STATE OF MISSISSIPPI
09-28-2023

NEEL-SCHAFFER
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LIGHTING PLAN
STA. 595+00 TO STA. 607+00

WORKING NUMBER:	DRAWING NUMBER:
LP-8	12

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NO.	STATION	OFFSET	REMARKS
LA-53	608+35	3 FT. LT.	HWY. 11 C.L.
LA-54	610+34	2 FT. RT.	HWY. 11 C.L.
LA-55	612+37	2 FT. RT.	HWY. 11 C.L.
LA-56	614+49	2 FT. RT.	HWY. 11 C.L.
LA-57	616+16	2 FT. RT.	HWY. 11 C.L.
LA-58	617+72	2 FT. RT.	HWY. 11 C.L.
LA-59	619+51	2 FT. RT.	HWY. 11 C.L.

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GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

1 inch = 40 feet

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CHKD: GPC	DATE: 08/2023
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HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

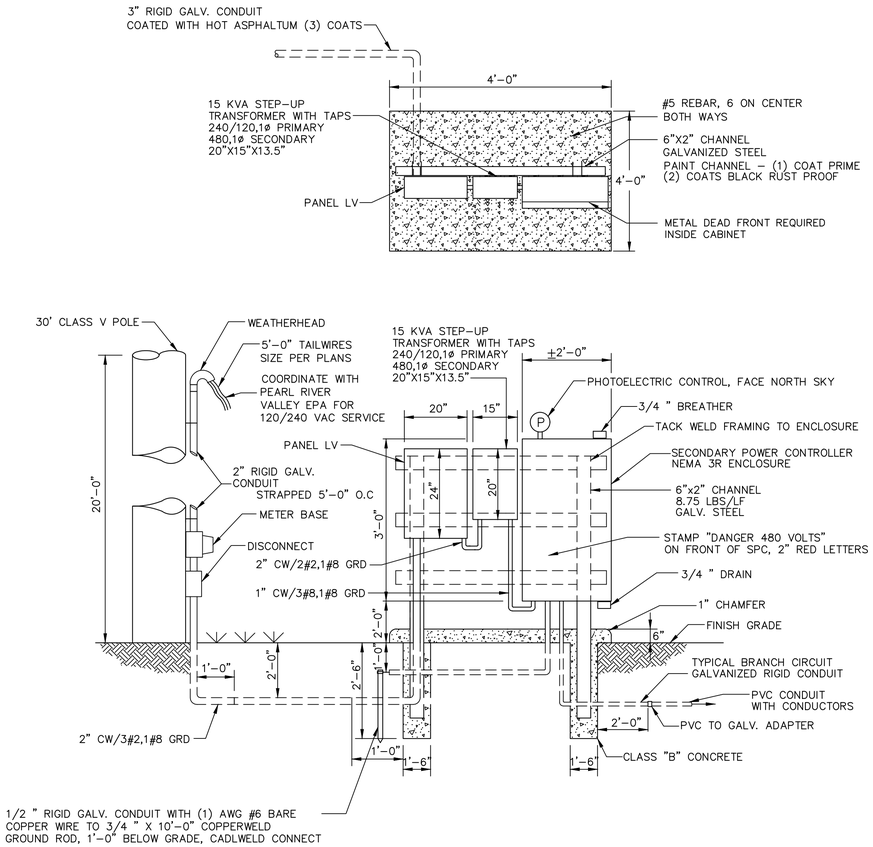
VIROL GLEN CLEED
REGISTERED PROFESSIONAL ENGINEER
21936
STATE OF MISSISSIPPI
09-28-2023

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
STA. 607+00 TO E.O.P.

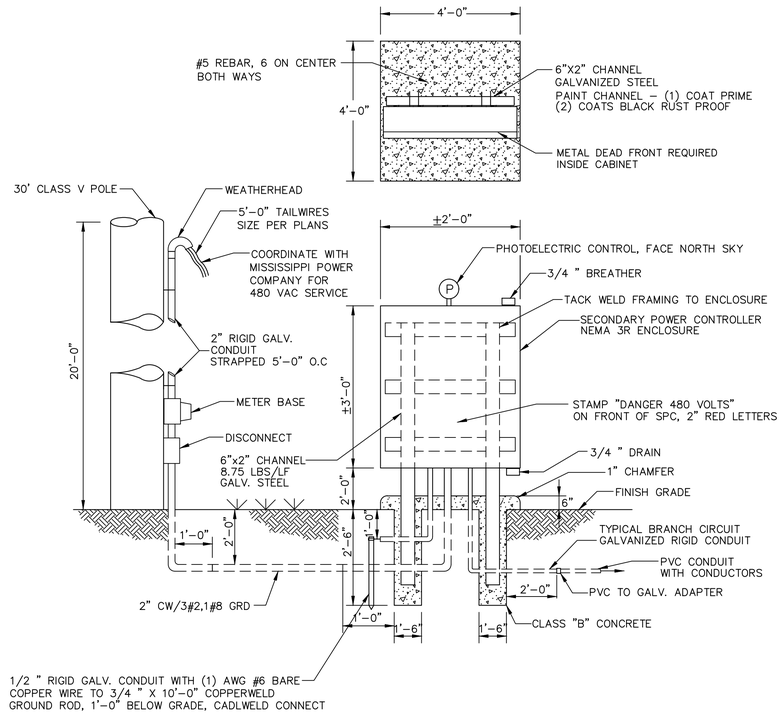
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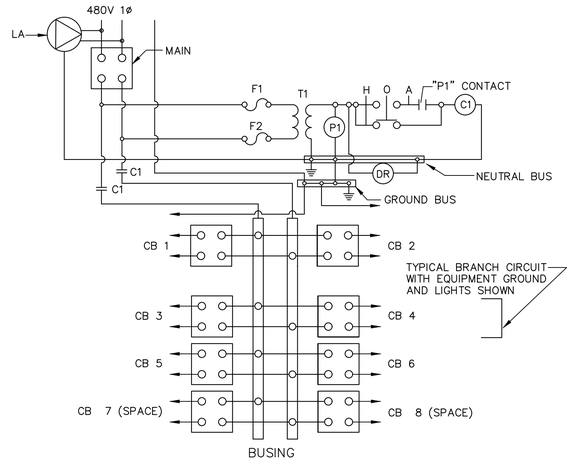
1 LD-1 N.T.S.

SECONDARY POWER CONTROLLER DETAIL
SPC #1



2 LD-1 N.T.S.

SECONDARY POWER CONTROLLER DETAIL
SPC #2



3 LD-1 N.T.S.

SCHEMATIC OF LIGHTING CONTROLLER DETAIL

MAIN CIRCUIT BREAKER, REFER TO SECONDARY POWER CONTROLLER SCHEDULE FOR AMPERE RATING, 480V, 2 POLE
F1, F2 TRANSFORMER FUSES – 600V, 5 AMP
T1 – CONTROL TRANSFORMER – 480V PRI. 120V SEC., 1000VA
H.O.A. – HAND–OFF–AUTO. SELECTOR SWITCH
C1– CONTACTOR
CB – BRANCH CIRCUIT BREAKER (NO. AS REQ'D ON SCHEDULE)
* LA – LIGHTNING ARRESTER
DR – DUPLEX RECEPTACLE
* P1 – PHOTOELECTRIC CONTROL

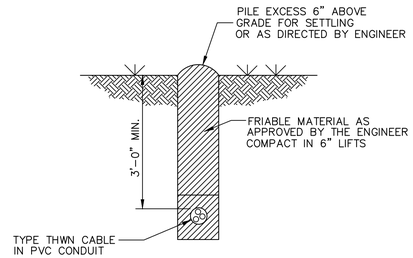
NOTE

ALL COMPONENTS LOCATED INSIDE NEMA 3R EXCEPT THOSE NOTED WITH (*)

LABEL BREAKERS AS TO CIRCUIT NUMBER
USE PHENOLIC ENGRAVED LABELS

PANEL LV SCHEDULE

CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE A	KVA PER PHASE B	KVA PER PHASE C	LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
1	#2	80A/2P	STEP–UP TRANSFORMER	7.50	7.50							2
3	#2	–	–	7.50		7.50						4
5												6
7												8
9												10
11												12
POWER PANEL LV LOCATED ON STRUCTURE			TOTAL KVA		7.50	7.50		SERVICE CHARACTERISTICS: 120/240V – 1 PHASE – 4 WIRE – 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE GROUND BUS NEMA 3R CABINET				
			GRAND CONNECTED TOTAL KVA		15.00							



4 LD-1 N.T.S.

LIGHTING CABLE TRENCHING DETAIL

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				SURVEYED BY: NEEL–SCHAFFER, INC.	
				DSGN: KC/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

TROIL GLEN REED
REGISTERED PROFESSIONAL ENGINEER
#11686
STATE OF MISSISSIPPI
09-28-2023

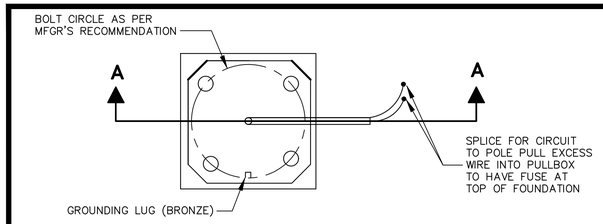
NEEL–SCHAFFER
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LIGHTING DETAILS I

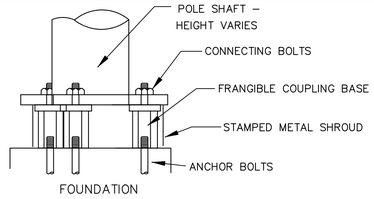
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DRAWING NUMBER: 14

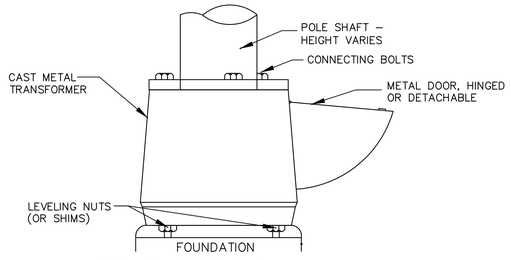
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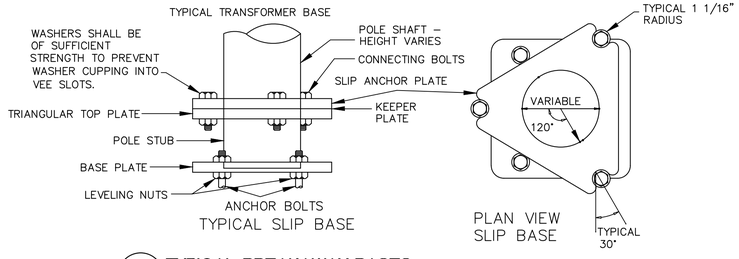
1 LD-2 **PLAN VIEW**
N.T.S.



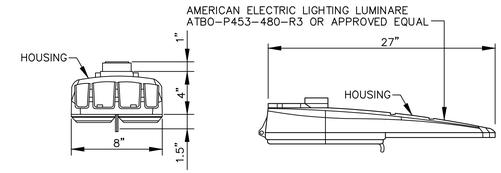
TYPICAL FRANGIBLE COUPLING



TYPICAL TRANSFORMER BASE

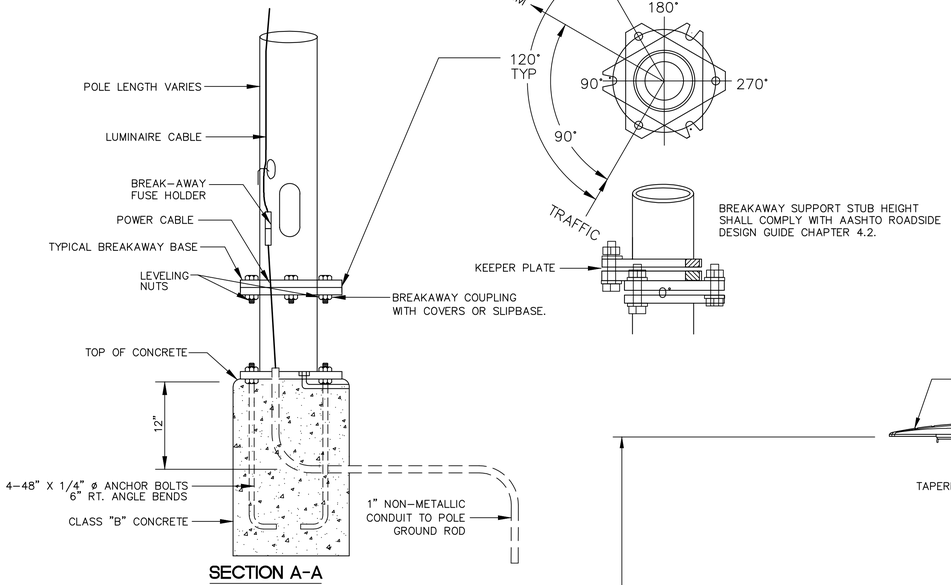


3 LD-2 **TYPICAL BREAKAWAY BASES**
N.T.S.



EPA: 0.76 SQ. FT.
WEIGHT: 14 LBS
BASIC WIND SPEED OF AREA: 120 MPH

4 LD-2 **LUMINAIRE-LOWMAST LIGHTING ASSEMBLIES DETAIL**
N.T.S.



SECTION A-A
SIDE VIEW

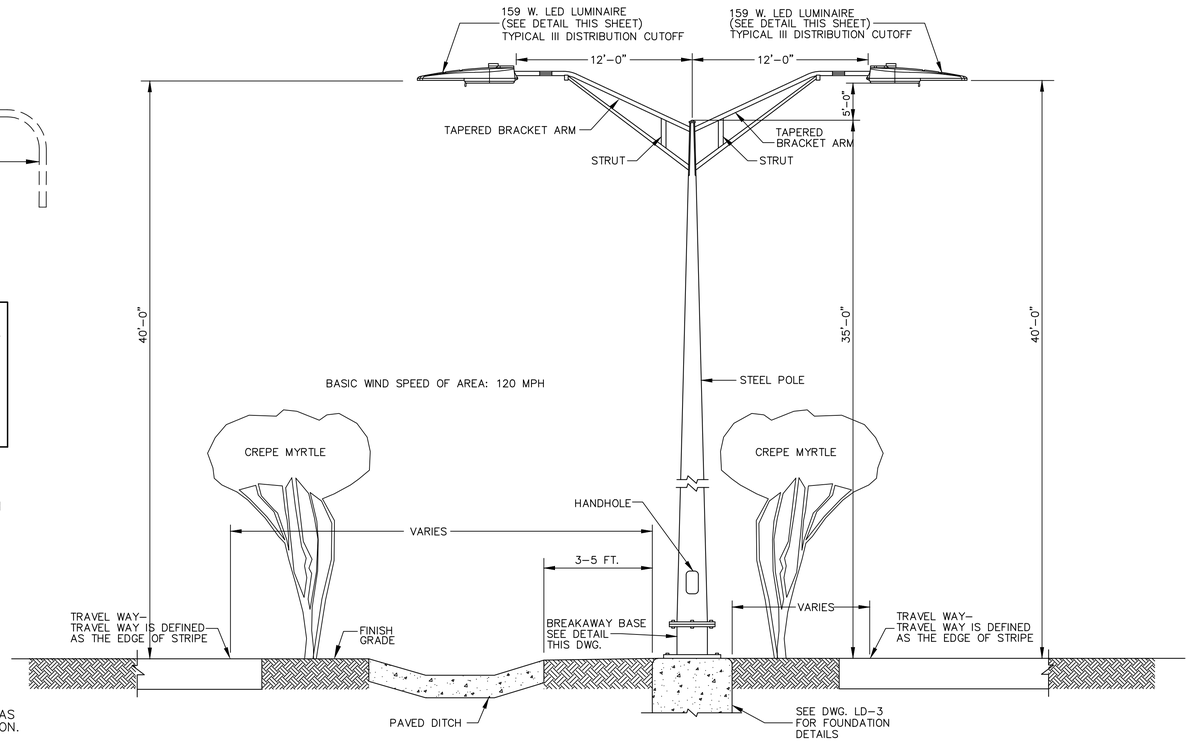
2 LD-2 **FOUNDATION DETAIL LIGHTING ASSEMBLY**
N.T.S.

GENERAL NOTE:

POLE FOUNDATIONS, ANCHOR BOLTS AND CONDUIT SHALL NOT BE ANY TALLER THAN 3.5" ABOVE GROUND LEVEL PER AASHTO. GRADING REQUIRED TO MEET THIS REQUIREMENT SHALL BE PAID FOR UNDER PAY ITEM SITE GRADING. AREA THAT IS GRADED IS TO RECEIVE SOD–PAID FOR UNDER PAY ITEM SOLID SODDING.

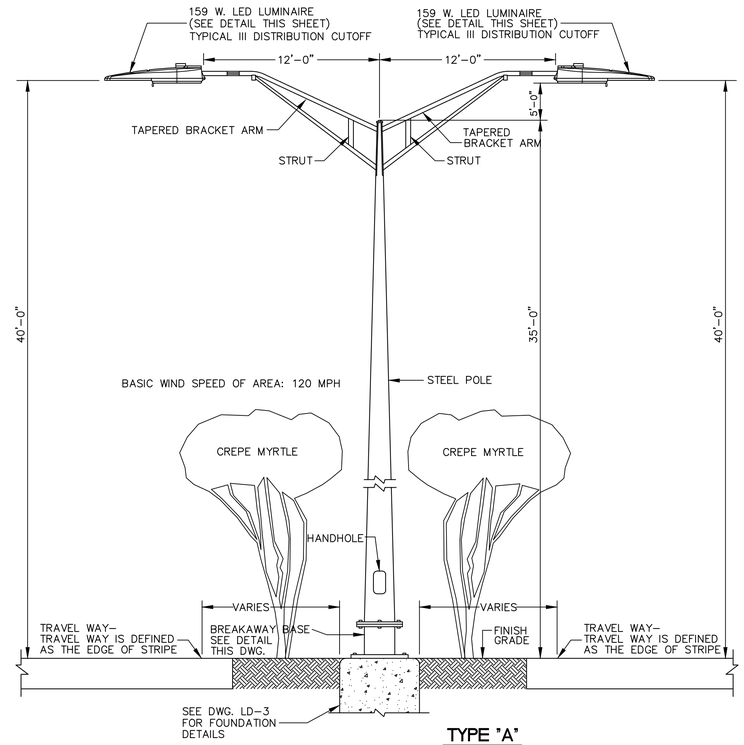
NOTES:

1. KEEPER PLATE IS FABRICATED FROM #28 GAUGE GALVANIZED SHEET STEEL. ONE (1) FURNISHED WITH EACH POLE EQUIPPEDWITH SLIP BASE.
2. SLIP ANCHOR PLATE IS FABRICATED FROM STEEL PLATE COMFORMING TO ASTM A–36 WITH MINIMUM YIELD STRENGTH OF 36 KSI ONE (1) SLIP ANCHOR PLATE IS FURNISHED WITH EACH SLIP BASE EQUIPPED POLE.
3. BREAKWAY DEVICES MUST MEET THE REQUIREMENTS OF THE 2001 AASHTO STANDARD SPECIFICATIONS OF STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.
4. CONTRACTOR SHALL LIMIT THE AMOUNT OF WIRE USED IN THE BASE OF THE BREAKAWAY DEVICE SO THAT THE CIRCUIT WILL ELECTRICALLY DISCONNECT AS CLOSE AS POSSIBLE TO THE TOP OF THE FOUNDATION. WHEN STRUCK BY AN ERRANT VEHICLE.
5. CONDUIT PROJECTING INTO THE POLE SHALL BE CUT OFF LOW ENOUGH TO ENSURE IT DOES NOT EFFECT THE OPERATION OF THE BREAKWAY DEVICE. IN NO INSTANCE SHALL THE CONDUIT PROJECT ABOVE THE MAXIMUM 4" STUB HEIGHT.



TYPE 'A'

5 LD-2 **TYPICAL LOWMAST LIGHTING ASSEMBLY DETAIL**
N.T.S. (WITH PAVED DITCH)



TYPE 'A'

5 LD-2 **TYPICAL LOWMAST LIGHTING ASSEMBLY DETAIL**
N.T.S. (WITHOUT CONCRETE DITCH)

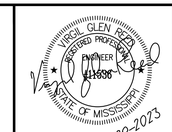
NOTICE TO DRAWING HOLDER

NEEL–SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17229.000	
				FILENAME: NS.17229 Elec-Det-2.dwg	
				SCALE: N.T.S.	
				SURVEYED BY: NEEL-SCHAFFER, INC.	
				DSGN: KC/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



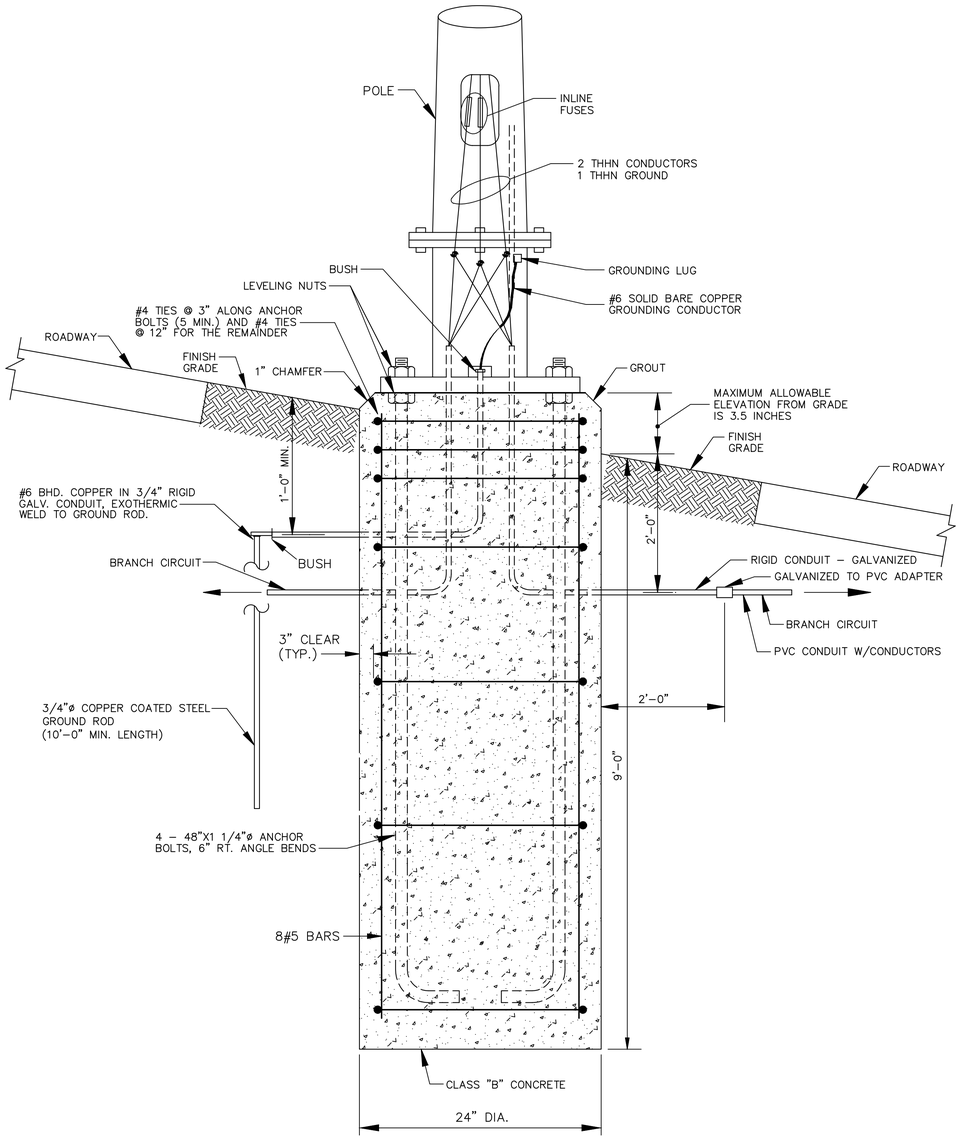
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Solutions you can build upon

LIGHTING DETAILS II

WORKING NUMBER: LD-2

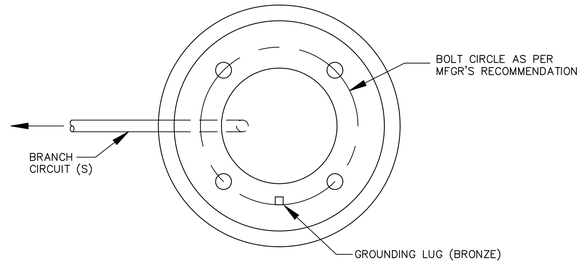
DRAWING NUMBER: 15

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TYPE "A"

1 / LD-3 **POLE BASE DETAIL**
N.T.S.



2 / LD-3 **PLAN VIEW**
N.T.S.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				DSGN: KC/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

JARROD GLEN REDD — REGISTERED PROFESSIONAL — ENGINEER — 21696 — STATE OF MISSISSIPPI — 09-28-2023

NEEL-SCHAFFER
Solutions you can build upon

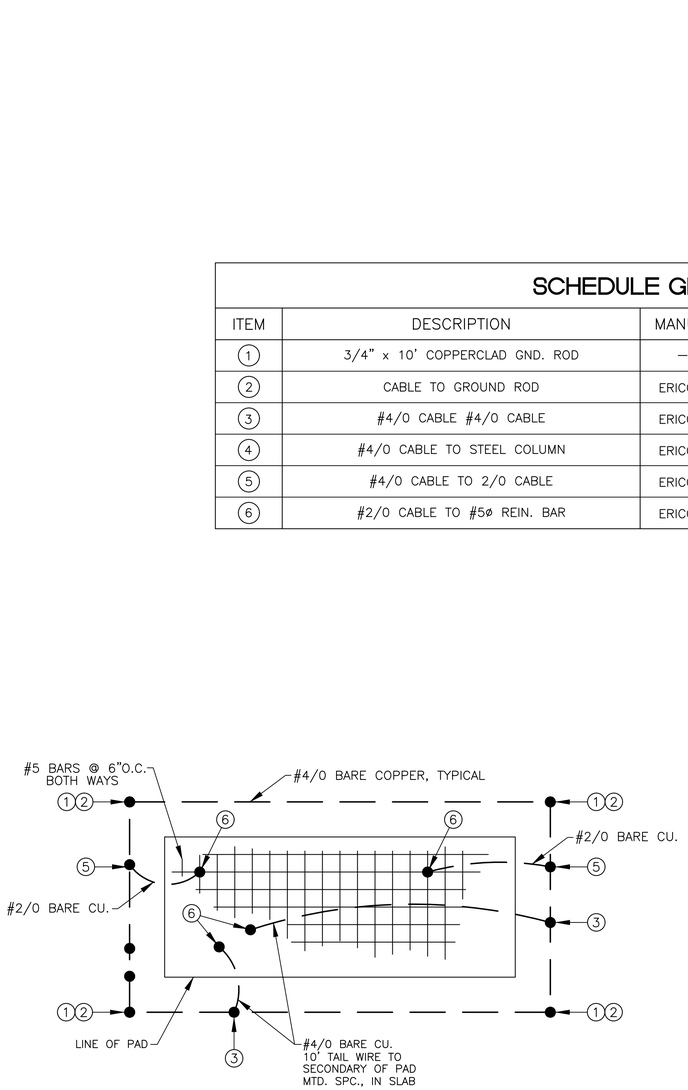
LIGHTING DETAILS III

WORKING NUMBER:	DRAWING NUMBER:
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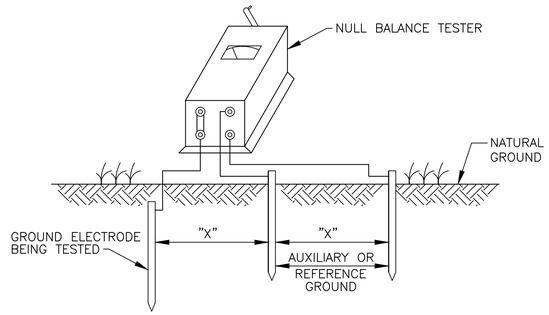
SCHEDULE GROUND GRID SYSTEM

ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
(1)	3/4" x 10' COPPERCLAD GND. ROD	------	------	20' O.C. W/ TOP 1'-6" BELOW GRADE
(2)	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
(3)	#4/0 CABLE #4/0 CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
(4)	#4/0 CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
(5)	#4/0 CABLE TO 2/0 CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
(6)	#2/0 CABLE TO #5ø REIN. BAR	ERICO "CADWELD"	RDM-5329	W/ #115 WELD METAL



DISTRIBUTION SYSTEM GROUND GRID DETAIL

N.T.S.



NOTES:

1. DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
2. ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
3. THIS TEST IS TO BE PREFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

GROUND TEST DETAIL

N.T.S.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

HIGHWAY 11 LIGHTING PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

LICENSED PROFESSIONAL ENGINEER — LINCOLN GLEN REDD — 11696 — STATE OF MISSISSIPPI — 09-28-2023

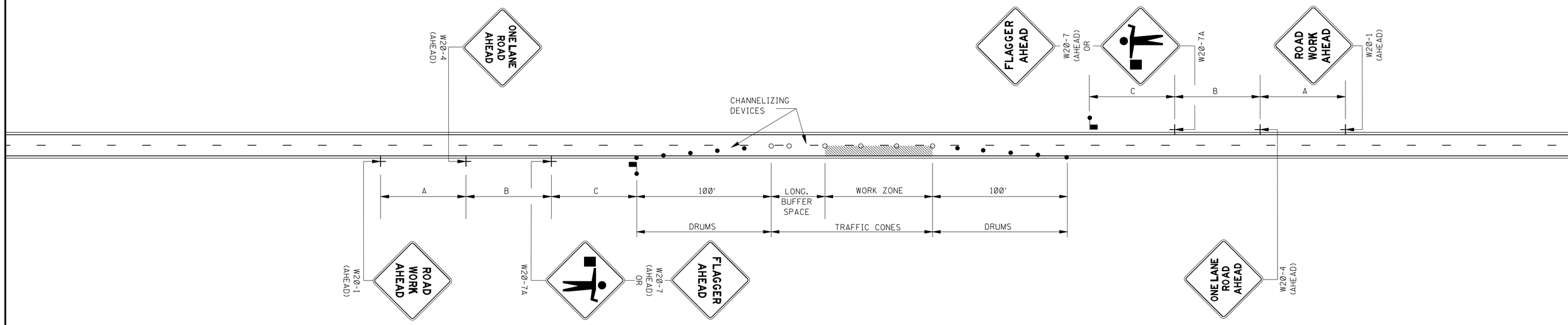
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GROUND GRID AND DETAILS

WORKING NUMBER:	DRAWING NUMBER:
GGD-1	17

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STATE	PROJECT NO.
MISS.	



LEGEND

- FLAGGER
- ● RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- ○ TRAFFIC CONES (28" HEIGHT MINIMUM)

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		† LONGITUDINAL BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
mph	TAPER	ALONG LANE LINE & WORK ZONE		
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
   A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
   B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

DISTANCE BETWEEN SIGNS			
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN WITH FLAGGER
(ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

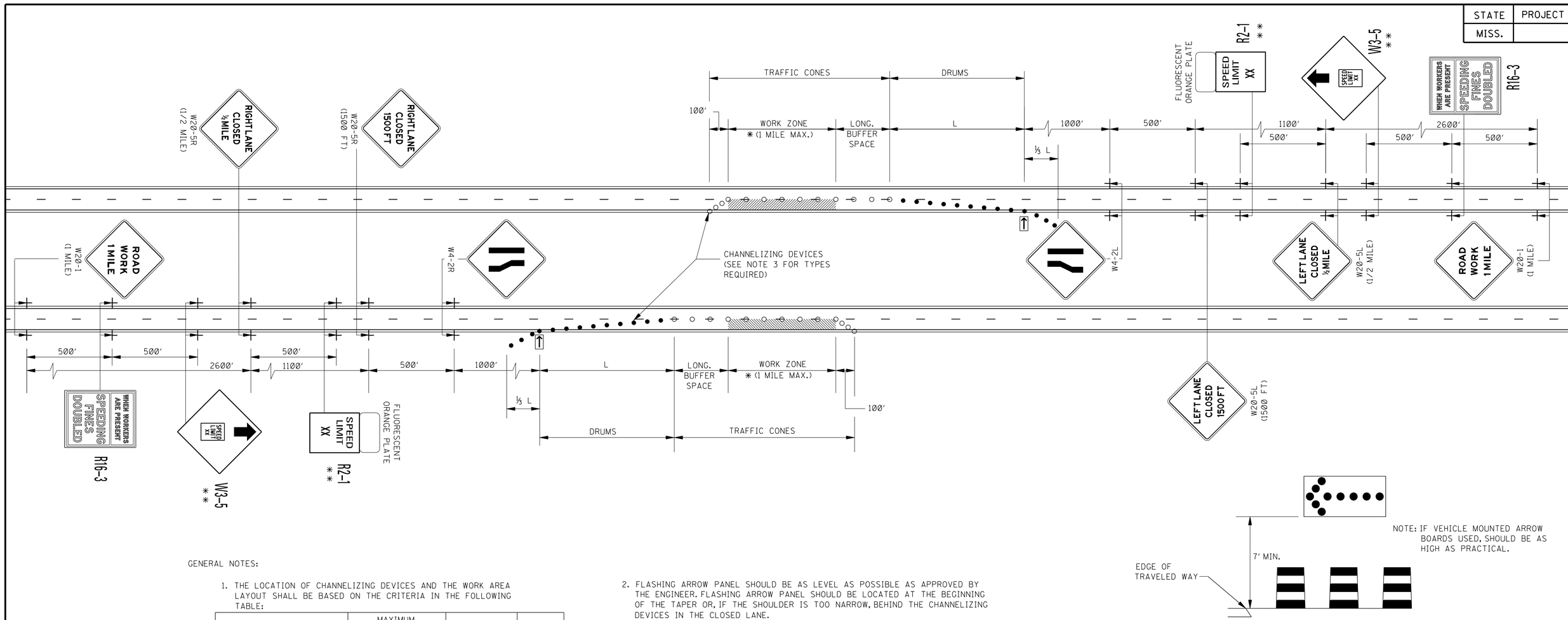
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER TCP-1

SHEET NUMBER 6351

ISSUE DATE: AUGUST 01, 2017

STATE	PROJECT NO.
MISS.	



GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL BUFFER SPACE †† (ft)	TAPER RATES †
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	305	27:1
45	45	90	360	45:1
50	50	100	425	50:1
55	55	110	495	55:1
60	60	120	570	60:1
65	65	130	645	65:1
70	70	140	730	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
L = WS FOR SPEEDS OF 45 mph OR GREATER
$L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

†† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. FLASHING ARROW PANEL SHOULD BE AS LEVEL AS POSSIBLE AS APPROVED BY THE ENGINEER. FLASHING ARROW PANEL SHOULD BE LOCATED AT THE BEGINNING OF THE TAPER OR, IF THE SHOULDER IS TOO NARROW, BEHIND THE CHANNELIZING DEVICES IN THE CLOSED LANE.

3. CHANNELIZING DEVICE TYPES FOR:
   A. APPROACH TAPER- RETROREFLECTIVE PLASTIC DRUMS
   B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28″ HEIGHT MINIMUM)
   C. EXIT TAPER- TRAFFIC CONES (28″ HEIGHT MINIMUM)

4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND THE DRUMS SHALL BE MOVED TO THE SHOULDER EDGE AT THE END OF THE WORK DAY.

5. FOR MOVING OPERATIONS (PAVING) THE CONTRACTOR SHALL HAVE TWO (2) SETS OF ADVANCE WARNING SIGNS, PLASTIC DRUMS, AND ARROW BOARD. WHEN THE CONSTRUCTION ZONE IS MOVED AHEAD, ALL SIGNS, PLASTIC DRUMS AND ARROW BOARD SHALL BE IN PLACE ON THE SECOND ZONE BEFORE REMOVING ANY SIGNS, PLASTIC DRUMS OR ARROW BOARD ON THE FIRST ZONE.

6. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHOULD BE A MINIMUM OF 48″ X 48″, AND SHALL BE BLACK COPY ON FLUORESCENT ORANGE SHEETING.

7. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

LEGEND

* OR AS SHOWN ELSEWHERE ON THE PLANS.

** THE SPEED ON R2-1 AND W3-5 SIGNS SHALL BE 10 MPH LESS THAN THE POSTED SPEED LIMIT UNLESS OTHERWISE DIRECTED BY COMMISSION ORDER.

⇒ FLASHING ARROW PANEL (TYPE "C")

● RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS

○ TRAFFIC CONES (28″ HEIGHT MINIMUM)

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN FOR POSTED SPEED LIMIT LESS THAN 65 MPH

(4-LANE: MEDIAN LANE OR OUTSIDE LANE CLOSURE) (WORK DAY ONLY)

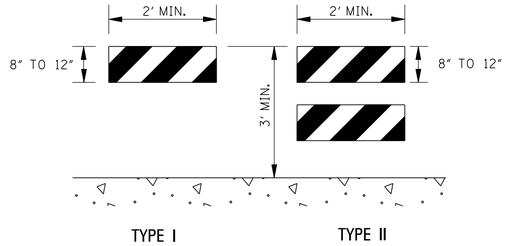
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER TCP-2

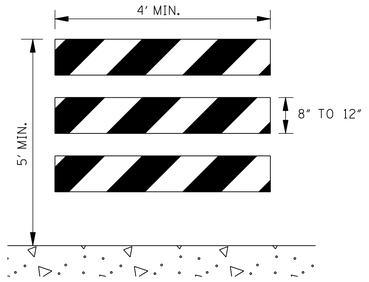
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER 6352

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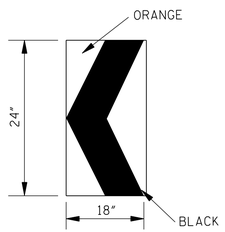
TYPE I TYPE II



TYPE III

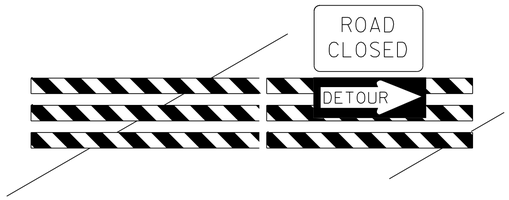
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE: http://safety.fhwa.dot.gov/roadway_dept/policy.guide/road_hardware/cat2.cfm



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



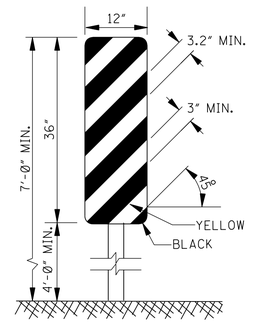
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

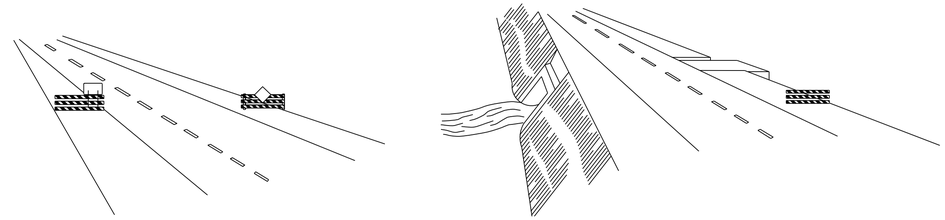
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in^2 OF REFLECTIVE AREA FACING TRAFFIC.



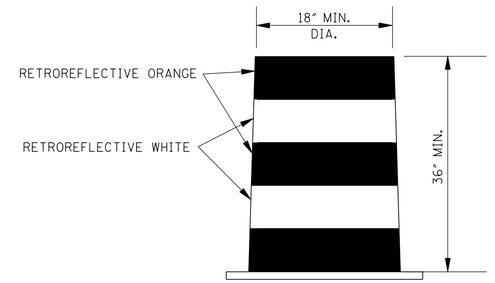
TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
   A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
   B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS

ISSUE DATE: AUGUST 01, 2017

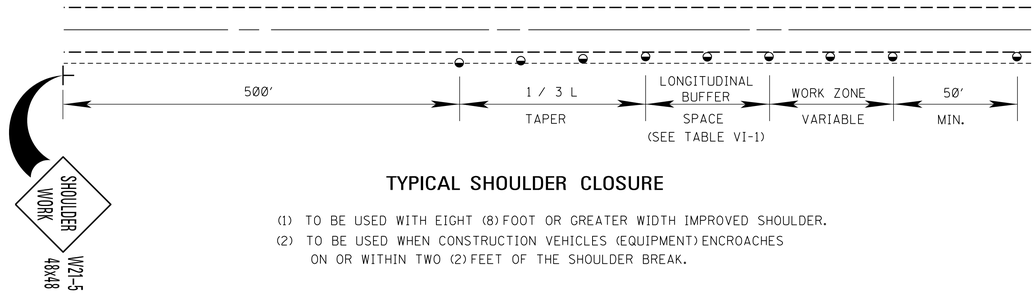
MDOT

WORKING NUMBER
TCP-8

SHEET NUMBER
6358

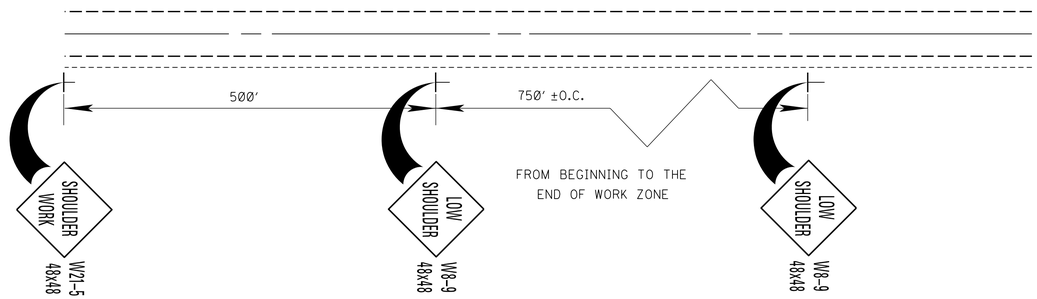
STATE	PROJECT NO.
MISS.	

PLASTIC DRUMS
(SEE NOTE FOR SPACING)



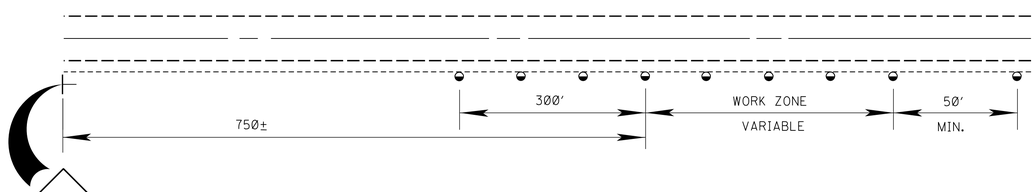
TYPICAL SHOULDER CLOSURE

(1) TO BE USED WITH EIGHT (8) FOOT OR GREATER WIDTH IMPROVED SHOULDER.
(2) TO BE USED WHEN CONSTRUCTION VEHICLES (EQUIPMENT) ENCROACHES ON OR WITHIN TWO (2) FEET OF THE SHOULDER BREAK.



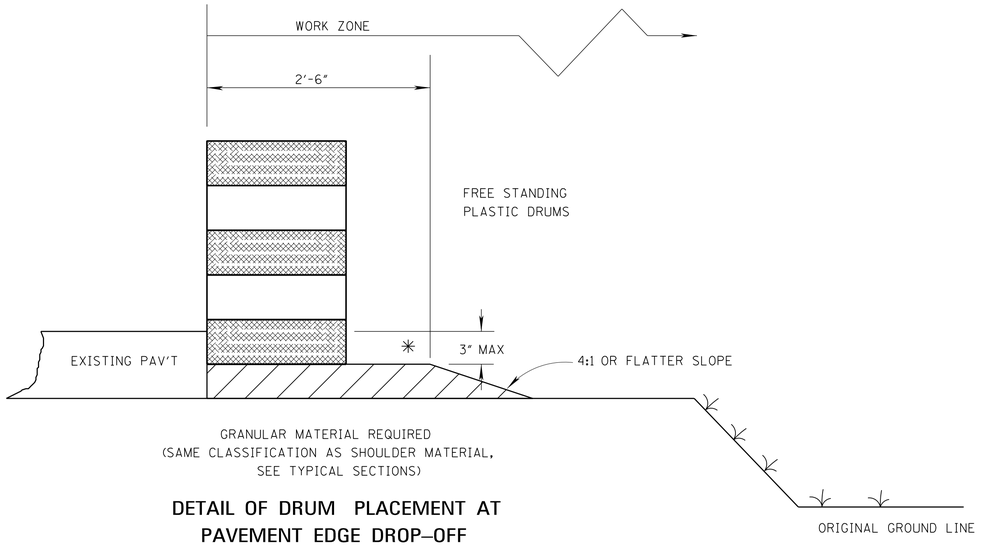
TYPICAL SHOULDER WORK #1
(SEE NOTE A–1 THIS SHEET)

PLASTIC DRUMS
(SEE NOTE FOR SPACING)



TYPICAL SHOULDER WORK #2

NOTE:
WORK OUTSIDE TWO (2) FOOT AND WITHIN TEN (10) FEET OF THE SHOULDER BREAK MAY BE PROTECTED BY PLACING DRUMS ALONG THE SHOULDER EDGE, 300 FEET PRIOR TO AND 50 FEET BEYOND THE WORK AREA, OR SEE NOTE A-3 THIS SHEET.



DETAIL OF DRUM PLACEMENT AT PAVEMENT EDGE DROP–OFF

NOTES:

✳ A. PAVEMENT EDGE DROP-OFF

1. IF LESS THAN TWO AND ONE QUARTER (2.25) INCHES-NO PROTECTION REQUIRED. PLACE A SHOULDER WORK SIGN (W21-5) 500 FEET IN ADVANCE OF WORK ZONE SHOULDER AND A LOW SHOULDER SIGN (W8-9) AT THE BEGINNING AND THROUGHOUT THE WORK ZONE @ (750′+O.C.).

2. TWO AND ONE QUARTER TO THREE INCHES-PLACE DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MILES PER HOUR OR GREATER. CONES MAY BE USED IN PLACE OF DRUMS, PANELS, AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MILES PER HOUR AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING FOR TAPERS SHOULD BE IN ACCORDANCE WITH THE M.U.T.C.D. (1 / 3 L, WHERE L IS THE TAPER LENGTH IN FEET.)

3. GREATER THAN THREE (3) INCHES-POSITIVE SEPARATION OR WEDGE WITH 4:1 OR FLATTER SLOPE NEEDED. IF THERE IS EIGHT (8) FEET OR MORE DISTANCE BETWEEN THE EDGE OF TRAVEL LANE AND DROP-OFF, THEN DRUMS, PANELS OR BARRICADES MAY BE USED.

4. FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN THREE (3) INCHES MAY BE PROTECTED WITH DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.

5. LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

B. DRUM SPACING

1. TANGENTS = 2 X S
2. TAPERS = L / 3
   WHERE L = S X W
   L = TAPER LENGTH IN FEET
   S = SPEED IN MPH (POSTED OR 85 PERCENTILE)
   W = WIDTH OF OFFSET IN FEET

C. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

TABLE VI-1. GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE

✳✳ SPEED (MPH)	LENGTH (FEET)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

✳✳ POSTED SPEED, OFF-PEAK 85 PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH.

BY | REVISION | DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL DETAILS DRUM PLACEMENT AND SHOULDER CLOSURE

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
TCP-16

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
6366

ADVERTISEMENT FOR BIDS

HIGHWAY 11 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, February 8, 2024, for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of lighting along Highway 11 from Jervis Mims Road to approximately Richburg Road. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgmsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log in or register for an account at www.hattiesburgmsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.
The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Assistant Engineer Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

January 4, 2024
January 11, 2024

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, December 19, 2023**

Re: **Approve claims docket for the period ending December 15, 2023.**
File Number: 2023-915
Minute Book #

Summary
Approval of claims docket.

Recommendation Statement
I recommend approval of this item.

Please place this on the December 19, 2023 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001000			BALANCE SHEET							
001000	0520LB			D/F LIBRARY						
002158	AT&T	M8183270010594 11/23	0	2024	3	INV	P	257.10	121523	300129 LONG DISTANCE SERVI
				ACCOUNT TOTAL				257.10		
001000	060100			GAS/LUBRICANT-CITY BARN						
003497	MAPLES GAS COMPANY	270098	2401086	2024	3	INV	P	12,136.76	121523	300234 GAS FUEL STATION
				ACCOUNT TOTAL				12,136.76		
				ORG 001000 TOTAL				12,393.86		
001001			REVENUES							
001001	287000			POLICE/FIRE-SPECIAL DUTY						
047581	PROTECTION AGENCY &	272	0	2024	3	INV	P	87.50	121523	300289 SECURITY 9/25/23 EV
047581	PROTECTION AGENCY &	286	0	2024	3	INV	P	150.00	121523	300291 SECURITY 10/7/23 EV
047581	PROTECTION AGENCY &	287	0	2024	3	INV	P	100.00	121523	300290 SECURITY 10/14/23 E
								337.50		
				ACCOUNT TOTAL				337.50		
				ORG 001001 TOTAL				337.50		
001003			CITY COUNCIL							
001003	601000			AUDITING AND ACCOUNTING						
004442	TMH	232205	0	2024	3	INV	P	55,650.00	121523	300322 INTERIM BILLING - F
				ACCOUNT TOTAL				55,650.00		
001003	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024	3	INV	P	82.46	121523	300131 MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X120520	0	2024	3	INV	P	40.23	121523	300131 MB2016-287/WIRELESS
								122.69		
				ACCOUNT TOTAL				122.69		
001003	611001			TRAVEL EXP-WARD 1						
002893	GEORGE, JEFFREY	JGEORGEOT10003	0	2024	3	INV	P	239.25	121523	300193 COUNCIL-JGEORGE TRA
				ACCOUNT TOTAL				239.25		
001003	611002			TRAVEL EXP-WARD 2						
002645	DELGADO, DEBORAH DEN	9916OT/DELGADO	0	2024	2	INV	P	281.87	121523	300172 COUNCIL-DDELGADO CO
004017	REGIONS CARDHOLDER S	1286-11/30/23	0	2024	3	INV	P	1,305.05	121523	300294 1286-11/30/23 REGIO
				ACCOUNT TOTAL				1,586.92		
001003	611005			TRAVEL EXP-WARD 5						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002337	BROWN, NICHOLAS	NBROWNOT10002	0	2024 3	INV	P	239.25	121523	300143	NBROWN - TRAVEL ADV
				ACCOUNT TOTAL			239.25			
001003 684501				REG FEE/TUITION-WARD 1						
003694	MS MUNICIPAL LEAGUE	37682	0	2024 3	INV	P	150.00	121523	300247	COUNCIL - JGEORGE 2
				ACCOUNT TOTAL			150.00			
001003 684505				REG FEE/TUITION-WARD 5						
003471	M B C - L E O	OT10002NBROWNREG	0	2024 3	INV	P	150.00	121523	300232	NBROWN 2024 MBC-LEO
				ACCOUNT TOTAL			150.00			
				ORG 001003 TOTAL			58,138.11			
001015		CITY COURT								
001015 501000				OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	1040278-0	2400970	2024 3	INV	P	130.63	121523	300268	COURT SUPPLIES FOR
				ACCOUNT TOTAL			130.63			
001015 604800				OTHER PROF.-VICTIM'S ADV.GRANT						
002564	COURT PROGRAMS INC	5891389	0	2024 3	INV	P	1,090.00	121523	300168	GR#1H79TI081923-01
003917	PINE BELT MENTAL HEA	2023-09	0	2024 3	INV	P	18,281.09	121523	300279	COURT BHC PINE BELT
003917	PINE BELT MENTAL HEA	2023-10	0	2024 3	INV	P	7,817.33	121523	300279	COURT BHC PINE BELT
							26,098.42			
				ACCOUNT TOTAL			27,188.42			
001015 604900				OTHER PROFESSIONAL SERV.						
002564	COURT PROGRAMS INC	111	0	2024 3	INV	P	12,430.00	121523	300168	MB# 2011-1-82-83 OC
004482	TYLER TECHNOLGIES IN	025-447831	0	2024 3	INV	P	520.00	121523	300331	COURT TYLER E.PERE
050404	PRECIOUS TATE JASPER	001	2400976	2024 3	INV	P	1,275.00	121523	300287	COURT TWO QUOTE JAN
050413	PORTER ELIZABETH L	2005	0	2024 3	INV	P	850.00	121523	300285	COURT PRO TEM PROSE
				ACCOUNT TOTAL			15,075.00			
001015 604901				OTHER PROF-TECHNOLOGY						
004017	REGIONS CARDHOLDER S	4341-11/30/23	0	2024 3	INV	P	3,564.00	121523	300294	4341-11/30/23 CREDI
004482	TYLER TECHNOLGIES IN	025-409899	0	2024 3	INV	P	5,740.04	121523	300331	COURT REMAINING BAL
004482	TYLER TECHNOLGIES IN	025-439013	0	2024 3	INV	P	33.33	121523	300331	COURT HARDWARE ANNU
004482	TYLER TECHNOLGIES IN	025-441907	0	2024 3	INV	P	101.50	121523	300331	COURT HARDWARE ANNU
							5,874.87			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		9,438.87			
001015	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	413.31	121523	300131	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X120520	0	2024 3	INV	P	26.66	121523	300131	MB2016-287/WIRELESS
							439.97			
					ACCOUNT TOTAL		439.97			
001015	630000			GAS						
004321	SPIRE	G2023-5 DEC	0	2024 3	INV	P	20.00	121523	300316	SPIRE-(MILMUT GAS)-
					ACCOUNT TOTAL		20.00			
001015	699900			SERVICES NOT SPECIFIED						
003750	NATIONAL ALLIANCE ON	2023	0	2024 3	INV	P	1,500.00	121523	300263	COURT ANNUAL NAMI M
					ACCOUNT TOTAL		1,500.00			
					ORG 001015 TOTAL		53,792.89			
001020			MAYOR/ADMIN.							
001020	501000			OTHER EXPENDABLE OFF.SPL						
050263	LEWIS PRINTING & OFF	17796	2400164	2024 3	INV	P	199.95	121523	300230	BANKER BOXES
					ACCOUNT TOTAL		199.95			
001020	5460PR			MINOR EQUIPMENT PUB RELATIONS						
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024 3	INV	P	133.50	121523	300294	2080-11/30/23 CREDI
					ACCOUNT TOTAL		133.50			
001020	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X120523	0	2024 3	INV	P	47.20	121523	300131	MB2016-287/GEOTAB/N
					ACCOUNT TOTAL		47.20			
001020	604900			OTHER PROFESSIONAL SERV.						
050401	OLDERR MARSHA	1058	0	2024 3	INV	P	125.00	121523	300269	CITY OF HATTIESBURG
					ACCOUNT TOTAL		125.00			
001020	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	131.14	121523	300131	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X120520	0	2024 3	INV	P	99.38	121523	300131	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X120523	0	2024 3	INV	P	94.92	121523	300131	MB2016-276/WIRELESS
							325.44			
					ACCOUNT TOTAL		325.44			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001020	611000				TRAVEL EXPENSE					
004017	REGIONS CARDHOLDER S	4524-11/30/23	0	2024 3	INV	P	290.30	121523	300294	4524-11/30/23 CREDI
					ACCOUNT TOTAL		290.30			
001020	615000				ADVERTISING					
002143	AREA DEVELOPMENT PAR	384	0	2024 3	INV	P	200.00	121523	300125	LEADERSHIP PINEBELT
004017	REGIONS CARDHOLDER S	4524-11/30/23	0	2024 3	INV	P	74.70	121523	300294	4524-11/30/23 CREDI
					ACCOUNT TOTAL		274.70			
				ORG 001020	TOTAL		1,396.09			
001040			MUNICIPAL CLERK							
001040	615000				ADVERTISING					
003141	HUB CITY SPOKES	102846	0	2024 3	INV	P	32.88	121523	300210	LEGAL NOTICES BROAD
003141	HUB CITY SPOKES	102883	0	2024 3	INV	P	99.28	121523	300210	LEGAL NOTICES DEMO/
							132.16			
					ACCOUNT TOTAL		132.16			
				ORG 001040	TOTAL		132.16			
001090			URBAN DEVELOPMT							
001090	501000				OTHER EXPENDABLE OFF.SPL					
002796	FASTSIGNS OF HATTIES	2153-11275	2304846	2024 3	INV	P	345.00	121523	300186	FAST SIGNS PLANNING
					ACCOUNT TOTAL		345.00			
001090	570000				MTR VEHICLE REP. PTS/SPL					
002160	AT&T MOBILITY	287308925627X120523	0	2024 3	INV	P	212.40	121523	300131	MB2016-287/GEOTAB/N
004017	REGIONS CARDHOLDER S	1286-11/30/23	0	2024 3	INV	P	216.40	121523	300294	1286-11/30/23 REGIO
					ACCOUNT TOTAL		428.80			
001090	604900				OTHER PROFESSIONAL SERV.					
004482	TYLER TECHNOLGIES IN	025-446592	0	2024 3	INV	P	4,862.03	121523	300331	SUPPORT AND MAINTEN
					ACCOUNT TOTAL		4,862.03			
001090	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	799.16	121523	300131	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X120523	0	2024 3	INV	P	52.21	121523	300131	MB2016-276/WIRELESS
							851.37			
					ACCOUNT TOTAL		851.37			
001090	611000				TRAVEL EXPENSE					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004017	REGIONS CARDHOLDER S	4341-11/30/23	0	2024 3	INV	P	1,423.84	121523	300294	4341-11/30/23 CREDI
050408	RUSSELL ARCHER	OT9878	0	2024 3	INV	P	225.97	121523	300299	TRAVEL REIMBURSEMEN
				ACCOUNT TOTAL			1,649.81			
001090 641000				OFFICE EQUIPMENT RENT						
004050	RICOH CORP	5068531419	0	2024 3	INV	P	79.03	121523	300296	COPIER PAYMENT NOV
				ACCOUNT TOTAL			79.03			
001090 684000				DUES AND MEMBERSHIPS						
002108	AMERICAN PLANNING AS	163066	0	2024 3	INV	P	776.73	121523	300122	APA (RENEWAL MBSHP)
				ACCOUNT TOTAL			776.73			
				ORG 001090 TOTAL			8,992.77			
001091			INFO TECHNOLOGY							
001091 500300				PAPER						
003772	NEWELL PAPER COMPANY	4160953	2304980	2024 3	INV	P	144.07	121523	300264	PAPER SUPPLIES FOR
				ACCOUNT TOTAL			144.07			
001091 501000				OTHER EXPENDABLE OFF.SPL						
002294	BOURNE BROTHERS PRIN	90769	0	2024 3	INV	P	45.00	121523	300139	HPD PERFERED PAPER
				ACCOUNT TOTAL			45.00			
001091 508000				COMPUTER SUPPLIES						
003721	MULTITECH OFFICE MAC	23120012	2400669	2024 3	INV	P	3,145.20	121523	300261	INK CARTRIDGES - IT
004605	WB MASON CO INC (FOR	242388028	2400622	2024 3	INV	P	261.24	121523	300339	INK CARTRIDGES - IT
				ACCOUNT TOTAL			3,406.44			
001091 603500				DATA PROCESSING						
003583	METRIX SOLUTIONS	M99957	0	2024 3	INV	P	1,503.84	121523	300238	CYLANCE QUARTERLY R
				ACCOUNT TOTAL			1,503.84			
001091 604900				OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287289913717X120520	0	2024 3	INV	P	132.67	121523	300131	MB2016-287/WIRELESS
002905	GILLILANDS ELECTRONI	13031	0	2024 3	INV	P	835.95	121523	300195	SERVICE CAMERAS PAR
				ACCOUNT TOTAL			968.62			
001091 606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X120523	0	2024 3	INV	P	52.21	121523	300131	MB2016-276/WIRELESS
				ACCOUNT TOTAL			52.21			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001091 606800							NETWORK			
002384 C SPIRE	(MEGAGATE)	205876-85	0	2024 3	INV	P	649.00	121523	300146	NETWORK/INTERET - M
002384 C SPIRE	(MEGAGATE)	3000667134-28	0	2024 3	INV	P	775.00	121523	300146	NETWORK/INTERET - M
002384 C SPIRE	(MEGAGATE)	683013-74	0	2024 3	INV	P	8,375.25	121523	300146	NETWORK/INTERET - M
							9,799.25			
003912 PILEUM CORPORATION		P101212	0	2024 3	INV	P	2,936.25	121523	300276	BILLABLE TIME - IT
					ACCOUNT TOTAL		12,735.50			
001091 636500							OFFICE EQUIPMENT R&M			
002476 CIVIC PLUS		269513	0	2024 3	INV	P	7,084.67	121523	300159	COUNCIL SOFTWARE -
003583 METRIX SOLUTIONS		M100105	0	2024 3	INV	P	2,009.40	121523	300238	OFFICE 365 LICENSES
004050 RICOH CORP		5068501367	0	2024 3	INV	P	141.72	121523	300296	CHARGES FOR PRODUCT
					ACCOUNT TOTAL		9,235.79			
					ORG 001091 TOTAL		28,091.47			
001092			GEN.GOVT.BLDG							
001092 546000							MINOR EQUIPMENT			
048239 HATTIESBURG CIVIC CH		POINSETTA23	0	2024 2	INV	P	300.00	121523	300205	POINSETTIAS FOR CIT
					ACCOUNT TOTAL		300.00			
001092 561000							PLUMBING SUPPLIES			
003543 MCELHANEY PLUMBING I		298839	2401096	2024 3	INV	P	8.80	121523	300236	SUPPLIES TO FIX LEA
					ACCOUNT TOTAL		8.80			
001092 630000							GAS			
004321 SPIRE		G2023-5 DEC	0	2024 3	INV	P	313.55	121523	300316	SPIRE-(MILMUT GAS)-
					ACCOUNT TOTAL		313.55			
001092 630500							ELECTRICITY			
003700 MS POWER COMPANY		E2023-30 NOV	0	2024 3	INV	P	2,363.47	121523	300249	MISSISSIPPI POWER-V
					ACCOUNT TOTAL		2,363.47			
001092 638000							FIXED EQUIPMENT R&M			
003645 MOORE'S LOCK AND KEY		30317	0	2024 2	INV	P	174.50	121523	300243	REKEY BUILDING 101
					ACCOUNT TOTAL		174.50			
001092 639400							DISINFECT./EXTERMINATION			
003040 HAVARD PEST CONTROL		2204312	0	2024 2	INV	P	90.00	121523	300207	HAVARD PEST CONTROL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		90.00			
001092	644900			OTHER RENT						
002720	EDWARDS PROPERTY MGM	1/2024	0	2024 3	INV	P	1,100.00	121523	300175	DRIVER LICENSE RENE
					ACCOUNT TOTAL		1,100.00			
				ORG 001092	TOTAL		4,350.32			
001094			METRPLTN PLANG.							
001094	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024 3	INV	P	140.16	121523	300294	2080-11/30/23 CREDI
					ACCOUNT TOTAL		140.16			
001094	604900			OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287290252011X120523	0	2024 3	INV	P	40.23	121523	300131	MB2016-276/WIRELESS
					ACCOUNT TOTAL		40.23			
001094	684500			REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024 3	INV	P	318.00	121523	300294	2080-11/30/23 CREDI
					ACCOUNT TOTAL		318.00			
				ORG 001094	TOTAL		498.39			
001095			G/G INS.OTH SER							
001095	602500			LEGAL						
002906	GLADDEN LAW OFFICE P	0319	0	2024 3	INV	P	3,187.75	121523	300196	MNTHLY MEETING PLAN
003090	HICKS LAW FIRM, LLC	11164	0	2024 3	INV	P	1,200.00	121523	300208	GENERAL FILE
003637	MONTAGUE, PITTMAN &	49522	0	2024 3	INV	P	500.00	121523	300241	GENERAL COUNSEL FOR
003944	POPE & POPE, PA	2374	0	2024 3	INV	P	2,684.51	121523	300283	GENERAL OUT OF POCK
003944	POPE & POPE, PA	2375	0	2024 3	INV	P	1,850.00	121523	300283	ANNEXATION LAWSUIT
003944	POPE & POPE, PA	2376	0	2024 3	INV	P	2,000.00	121523	300283	ARC-1. 205 McLEOD S
003944	POPE & POPE, PA	2377	0	2024 3	INV	P	750.00	121523	300283	CSPIRE ISSUES
003944	POPE & POPE, PA	2378	0	2024 3	INV	P	11,204.00	121523	300283	MISSISSIPPI ARTS &
							18,488.51			
047351	LOWREY & FORTNER PA	20226586	0	2024 3	INV	P	3,000.00	121523	300231	CITIZENS POLICE REV
					ACCOUNT TOTAL		26,376.26			
001095	602701			MEDICAL ANALYSIS-EMP CLINIC						
002037	AB SUPPORT SERVICES	3B2012	2400345	2024 2	INV	P	466.00	121523	300115	TWO-QUOTE JANITORIA
002523	COMCAST CABLEVISION	NOV/26-12/29	0	2024 3	INV	P	192.64	121523	300164	COMCAST- CITY EMPLO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003576	MEDICAL ANALYSIS-GHV	11069	0	2024 3	INV	P	30,045.54	121523	300237	11/23 EMPLOYEE CLIN
				ACCOUNT TOTAL			30,704.18			
001095	604900			OTHER PROFESSIONAL SERV.						
004477	TURNER, JASON	TREELIGHTING23	0	2024 3	INV	P	1,100.00	121523	300329	SOUND FOR CHRISTMAS
004482	TYLER TECHNOLGIES IN	045-447035	0	2024 3	INV	P	1,916.22	121523	300331	MUNIS PACE - HANNAH
				ACCOUNT TOTAL			3,016.22			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2023-11.28	0	2024 3	INV	P	19.10	121523	300127	AT&T-LONG DISTANCE
002158	AT&T	L2023-11/20	0	2024 2	INV	P	52.38	121523	300127	AT&T-LONG DISTANCE
002158	AT&T	L2023-12/04	0	2024 3	INV	P	157.14	121523	300127	AT&T-LONG DISTANCE
002158	AT&T	M8183270010594 11/23	0	2024 3	INV	P	5,480.18	121523	300129	LONG DISTANCE SERVI
							5,708.80			
002159	AT&T LONG DISTANCE S	0279315902	0	2024 3	INV	P	29.73	121523	300130	ONE NET SERVICE
047050	C SPIRE (IP)	L2023-12/01-01/14	0	2024 3	INV	P	6,828.54	121523	300148	C SPIRE-DEC/1-01/14
047050	C SPIRE (IP)	L2023-SEP/1-OCT-15	0	2024 3	INV	P	6,130.86	121523	300147	CSPIRE MS GOV-69259
							12,959.40			
				ACCOUNT TOTAL			18,697.93			
001095	607000			POSTAGE						
004017	REGIONS CARDHOLDER S	6566-11/30/23	0	2024 3	INV	P	1,161.24	121523	300294	6566-11/30/23 CREDI
				ACCOUNT TOTAL			1,161.24			
				ORG 001095 TOTAL			79,955.83			
001100			POLICE/PUB.SFTY							
001100	500300			PAPER						
003772	NEWELL PAPER COMPANY	4160953	2304980	2024 3	INV	P	127.00	121523	300264	PAPER SUPPLIES FOR
004328	STAPLES	3553381551	2400861	2024 3	INV	P	39.84	121523	300318	OFFICE SUPPLIES FOR
				ACCOUNT TOTAL			166.84			
001100	501000			OTHER EXPENDABLE OFF.SPL						
004328	STAPLES	3553381551	2400861	2024 3	INV	P	44.24	121523	300318	OFFICE SUPPLIES FOR
				ACCOUNT TOTAL			44.24			
001100	501200			EXPENDABLE OFF.SPL-LIFE						
004328	STAPLES	3553381551	2400861	2024 3	INV	P	46.88	121523	300318	OFFICE SUPPLIES FOR
				ACCOUNT TOTAL			46.88			

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YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001100	525000			GAS AND OIL						
002869	FUELMAN OF MS	NP65563491	0	2024 3	INV	P	282.26	121523	300189	OFFSITE FUEL CHARGE
002869	FUELMAN OF MS	NP65596008	0	2024 3	INV	P	87.58	121523	300189	OFFSITE FUEL CHARGE
							369.84			
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	2,573.92	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	33.34	121523	300200	93058 9/23
049764	GPM EMPIRE	93059 11/23	0	2024 3	INV	P	703.50	121523	300197	ACCOUNT 93059 FLASH
							3,310.76			
				ACCOUNT TOTAL			3,680.60			
001100	535000			UNIFORMS, BADGES, ETC.						
003588	MID SOUTH UNIFORM &	644726	2400143	2024 3	INV	P	3,408.66	121523	300239	ARMOR FOR LATERALS
003588	MID SOUTH UNIFORM &	644798	2302765	2024 3	INV	P	231.40	121523	300239	OUTER CARRIER FOR S
							3,640.06			
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024 3	INV	P	128.38	121523	300294	2080-11/30/23 CREDI
				ACCOUNT TOTAL			3,768.44			
001100	535500			WEARING APPAREL						
002879	GALL'S LLC	026380142	2304151	2024 3	INV	P	99.72	121523	300190	RAIN GEAR FOR CROSS
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024 3	INV	P	825.49	121523	300294	2080-11/30/23 CREDI
				ACCOUNT TOTAL			925.21			
001100	546000			MINOR EQUIPMENT						
004017	REGIONS CARDHOLDER S	1708-11/30/23	0	2024 3	INV	P	1,388.86	121523	300294	1708-11/30/23 CREDI
004017	REGIONS CARDHOLDER S	4341-11/30/23	0	2024 3	INV	P	119.96	121523	300294	4341-11/30/23 CREDI
							1,508.82			
050409	ACADEMIC TECHNOLOGIE	13660	0	2024 3	INV	P	2,964.80	121523	300116	HPD DISPATCH UPGRAD
				ACCOUNT TOTAL			4,473.62			
001100	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604333577717	2400965	2024 3	INV	P	1,331.73	121523	300117	PARTS FOR VARIOUS U
002060	ADVANCE AUTO PARTS	5604334577818	2401077	2024 3	INV	P	2,496.07	121523	300117	PARTS FOR SHOP-HPD
							3,827.80			
002160	AT&T MOBILITY	287308925627X120523	0	2024 3	INV	P	3,044.40	121523	300131	MB2016-287/GEOTAB/N
002648	DELTA FOREMOST CHEMI	207679	2400453	2024 3	INV	P	835.80	121523	300173	PRODUCTS FOR THE SH

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003713	MS STATE/TAX COMM/UN	2023 NEW TAGS	0	2024 3	INV	P	80.00	121523	300258	NEW TAGS FOR UNDERC
003713	MS STATE/TAX COMM/UN	2024 TAGS RENEWAL	0	2024 3	INV	P	370.00	121523	300259	2024 TAGS RENEWAL -
							450.00			
003915	PINE BELT CDJR, INC	87940	2400810	2024 3	INV	P	324.00	121523	300277	PART FOR UNIT# 2084
				ACCOUNT TOTAL			8,482.00			
001100	603000			VETERINARIAN						
003106	HOLLAND VETERINARY H	72243	0	2024 3	INV	P	133.60	121523	300209	VET VISIT FOR IVY(S
				ACCOUNT TOTAL			133.60			
001100	604900			OTHER PROFESSIONAL SERV.						
002471	CINTAS CORPORATION #	4175786222	0	2024 3	INV	P	142.98	121523	300152	MAT RENTALS FOR SAF
002522	COMCAST	11.22.23-12.21.23	0	2024 2	INV	P	122.65	121523	300163	CONVERTER BOX LEASE
002610	D P S CRIME LAB	90137896	0	2024 3	INV	P	360.00	121523	300170	ANALYTICAL FEES- HP
002750	EQUIFAX INFORMATION	2058038447	0	2024 3	INV	P	252.06	121523	300181	ONLINE INVESTIGATIO
004453	TRANSUNION RISK AND	362606-202311-1	0	2024 3	INV	P	481.20	121523	300324	ONLINE INVESTIGATIO
047187	FOUR SEASONS LAWN	16365	0	2024 3	INV	P	820.63	121523	300188	Irrigation System R
047187	FOUR SEASONS LAWN	17088	0	2024 3	INV	P	532.33	121523	300188	Irrigation System S
047187	FOUR SEASONS LAWN	17090	0	2024 3	INV	P	2,576.50	121523	300188	LAWN MAINTENANCE FO
							3,929.46			
				ACCOUNT TOTAL			5,288.35			
001100	604921			NOLA EXPENSE						
002901	GILKEY ELECTRIC SUPP	384071	2400277	2024 3	INV	P	1,350.00	121523	300194	BKOR PRODUCT FOR NO
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024 3	INV	P	575.44	121523	300294	2080-11/30/23 CREDI
				ACCOUNT TOTAL			1,925.44			
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2023 28 NOV	0	2024 3	INV	P	202.00	121523	300127	AT&T-DEPT-OF PUB SA
002158	AT&T	M3182220010593 12/23	0	2024 2	INV	P	413.50	121523	300128	POLICE
							615.50			
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	752.58	121523	300131	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X120520	0	2024 3	INV	P	7,536.18	121523	300131	MB2016-287/WIRELESS
							8,288.76			
048026	SOUTHERN BILLING	36918	0	2024 3	INV	P	138.86	121523	300311	METRO PHONE SERVICE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL	9,043.12		
001100	612000			FREIGHT						
002648	DELTA FOREMOST CHEMI	207679	2400453	2024	3	INV	P	105.00	121523	300173 PRODUCTS FOR THE SH
							ACCOUNT TOTAL	105.00		
001100	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2023-30 NOV	0	2024	3	INV	P	2,550.49	121523	300249 MISSISSIPPI POWER-V
							ACCOUNT TOTAL	2,550.49		
001100	636500			OFFICE EQUIPMENT R&M						
003169	IDEMIA IDENTITY & SE	42265	0	2024	3	INV	P	3,973.00	121523	300211 FINGERPRINT MACHINE
							ACCOUNT TOTAL	3,973.00		
001100	638400			MOTOR VEHICLE EQ. R&M						
003476	MAACO COLLISION REPA	28755	2400338	2024	3	INV	P	495.00	121523	300233 REFINISH TO UNIT#22
003476	MAACO COLLISION REPA	28823	2400701	2024	3	INV	P	1,687.52	121523	300233 REPAIR TO UNIT#2009
								2,182.52		
003712	MS STATE/TAX COMM/TA	TAG UNIT # 22163	0	2024	3	INV	P	12.00	121523	300255 TAG UNIT #22163 VIN
003712	MS STATE/TAX COMM/TA	TAG UNIT # 22164	0	2024	3	INV	P	12.00	121523	300256 TAG UNIT #22164/VIN
								24.00		
003861	PATTERSON AUTO ELECT	81996	2401051	2024	3	INV	P	3,523.36	121523	300274 REPAIRS FOR UNIT# 1
003861	PATTERSON AUTO ELECT	82015	2400342	2024	3	INV	P	317.50	121523	300274 REPAIR TO UNIT#1831
003861	PATTERSON AUTO ELECT	82016	2304921	2024	3	INV	P	594.00	121523	300274 REPAIR FOR UNIT#208
003861	PATTERSON AUTO ELECT	82072	2400608	2024	3	INV	P	635.50	121523	300274 REPAIR TO UNIT#1970
003861	PATTERSON AUTO ELECT	82095	2400343	2024	3	INV	P	826.86	121523	300274 REPAIR TO UNIT#1711
003861	PATTERSON AUTO ELECT	82121	2400702	2024	3	INV	P	725.00	121523	300274 REPAIR TO UNIT#1820
003861	PATTERSON AUTO ELECT	82124	2400766	2024	3	INV	P	3,727.77	121523	300274 REPAIRS TO UNIT#211
003861	PATTERSON AUTO ELECT	82126	2400848	2024	3	INV	P	1,617.00	121523	300274 REPAIRS FOR UNIT#20
003861	PATTERSON AUTO ELECT	82150	2400825	2024	3	INV	P	951.70	121523	300274 REPAIRS FOR UNIT#
003861	PATTERSON AUTO ELECT	82160	2400952	2024	3	INV	P	253.84	121523	300274 REPAIRS TO UNIT# 20
								13,172.53		
004514	UNIVERSITY TIRE & SE	INV217417	0	2024	2	INV	P	89.95	121523	300333 COMPUTER WHEEL ALIG
050094	PRO 1 WINDOW TINTING	INV0066	2400282	2024	3	INV	P	135.00	121523	300288 TINT FOR UNIT#22149
050094	PRO 1 WINDOW TINTING	INV0068	2400505	2024	3	INV	P	540.00	121523	300288 TINT FOR VARIOUS UN
050094	PRO 1 WINDOW TINTING	INV0069	0	2024	3	INV	P	125.00	121523	300288 REMOVE AND RETINT 2
								800.00		
050302	JACKSON CHRISTOPHER	1004	2400824	2024	3	INV	P	320.00	121523	300215 REPAIRS FOR UNIT#20

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YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			16,589.00			
001100	639800			TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	11276	0	2024 3	INV	P	280.00	121523	300228	TOWING OF UNIT# 175
003389	LARRY'S WRECKER SERV	11394	0	2024 3	INV	P	70.00	121523	300228	TOWING OF UNIT#1833
003389	LARRY'S WRECKER SERV	11530	0	2024 3	INV	P	70.00	121523	300228	TOWING OF UNIT#1820
003389	LARRY'S WRECKER SERV	11531	0	2024 3	INV	P	70.00	121523	300228	TOWING OF UNIT#2113
003389	LARRY'S WRECKER SERV	12887	0	2024 3	INV	P	70.00	121523	300228	TOWING OF UNIT#1970
003389	LARRY'S WRECKER SERV	13075	0	2024 3	INV	P	70.00	121523	300228	TOWING OF UNIT#1970
003389	LARRY'S WRECKER SERV	130754	0	2024 3	INV	P	70.00	121523	300228	TOWING OF UNIT#1665
							700.00			
				ACCOUNT TOTAL			700.00			
001100	641700			MOTORCYCLE RENT						
048971	ENTERPRISE FM TRUST	FBN4907265	2400078	2024 3	INV	P	29,212.13	121523	300180	LEASE OF (15) CARS-
049468	EMAG DAYTONA HD LLC	01012024	0	2024 3	INV	P	16,500.00	121523	300176	MB#2021-123 MOTOR L
				ACCOUNT TOTAL			45,712.13			
001100	684500			REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	6566-11/30/23	0	2024 3	INV	P	125.00	121523	300294	6566-11/30/23 CREDI
				ACCOUNT TOTAL			125.00			
001100	732700			DATA PROCESSING EQUIP.						
002613	DAKTECH COMPUTERS	346808	2400873	2024 3	INV	P	12,987.00	121523	300171	COMPUTERS FOR DETEC
				ACCOUNT TOTAL			12,987.00			
001100	740000			AUTOMOBILES						
002403	CANNON CHRYSLER DODG	224732-224733	2303260	2024 2	INV	P	73,720.00	121523	300149	(2) POLICE PERSUIT
				ACCOUNT TOTAL			73,720.00			
				ORG 001100 TOTAL			194,439.96			
001131			JOINT P&F TRNG.							
001131	508000			COMPUTER SUPPLIES						
002905	GILLILANDS ELECTRONI	12805	2400024	2024 2	INV	P	2,685.00	121523	300195	CELL BOOSTER
				ACCOUNT TOTAL			2,685.00			
001131	5460PO			MINOR EQUIPMENT-POLICE						
048659	BROWNELLS INC	2023410814420	2400091	2024 3	INV	P	171.48	121523	300144	GUN PARTS
				ACCOUNT TOTAL			171.48			
001131	5462FR			MINOR EQUIPMENT-FIRE						
048827	CARQUEST	14758-32428	2401000	2024 3	INV	P	170.09	121523	300150	VEHICLE CHARGER

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL	170.09		
001131	559000						OTHER OPERATING MATL/SPLY			
002962	GULF STATES DISTRIBU	1456761-IN	2400739	2024	3	INV	P	1,215.00	121523	300201 AMMUNITION
							ACCOUNT TOTAL	1,215.00		
001131	599000						OTHER REPAIR/MAINT. SPL.			
002883	GARNER LUMLEY ELECTR	605761	2401103	2024	3	INV	P	145.00	121523	300191 LIGHT BULBS
							ACCOUNT TOTAL	145.00		
001131	6110FR						MINOR EQUIPMENT-FIRE			
004689	YAWN, JAMES	10005	0	2024	3	INV	P	295.00	121523	300342 YAWN TRAVEL - PEARL
050423	SPIERS LANCE	10004	0	2024	3	INV	P	295.00	121523	300315 SPIERS TRAVEL - PEA
050424	COLLINS JOEY	10006	0	2024	3	INV	P	472.00	121523	300161 COLLINS TRAVEL - PE
							ACCOUNT TOTAL	1,062.00		
001131	612000						FREIGHT			
048659	BROWNELLS INC	2023410814420	2400091	2024	3	INV	P	9.99	121523	300144 GUN PARTS
							ACCOUNT TOTAL	9.99		
001131	630000						GAS			
004321	SPIRE	G2023-5 DEC	0	2024	3	INV	P	304.89	121523	300316 SPIRE-(MILMUT GAS)-
							ACCOUNT TOTAL	304.89		
							ORG 001131 TOTAL	5,763.45		
001160			FIRE DIVISION							
001160	510000						CLEANING/JANITORIAL SPLY			
002471	CINTAS CORPORATION #	4174332777	0	2024	3	INV	P	28.27	121523	300153 HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4174760393	0	2024	3	INV	P	120.78	121523	300152 HFD STATION 9 JANIT
002471	CINTAS CORPORATION #	4175120161	0	2024	3	INV	P	28.27	121523	300153 HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4175844630	0	2024	3	INV	P	28.27	121523	300153 HFD MECHANIC SHOP J
								205.59		
048909	BRADY COMPANIES, LLC	8456641	2400760	2024	3	INV	P	1,377.20	121523	300141 HFD JANITORIAL SUPP
048909	BRADY COMPANIES, LLC	8473046	2400760	2024	3	INV	P	26.51	121523	300141 HFD JANITORIAL SUPP
								1,403.71		
							ACCOUNT TOTAL	1,609.30		
001160	511000						HOUSEHOLD SUPPLIES			
004017	REGIONS CARDHOLDER S	6566-11/30/23	0	2024	3	INV	P	69.79	121523	300294 6566-11/30/23 CREDI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
								ACCOUNT TOTAL	69.79		
001160	525000							GAS AND OIL			
049764	GPM EMPIRE	93058	8/23	0	2024 3	INV	P	151.16	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058	9/23	0	2024 3	INV	P	1.96	121523	300200	93058 9/23
049764	GPM EMPIRE	93059	11/23	0	2024 3	INV	P	52.28	121523	300197	ACCOUNT 93059 FLASH
								205.40			
								ACCOUNT TOTAL	205.40		
001160	525700							DIESEL FUEL			
049764	GPM EMPIRE	93058	11/23	0	2024 3	INV	P	170.93	121523	300198	ACCOUNT 93058-NOVEM
049764	GPM EMPIRE	93058	8/23	0	2024 3	INV	P	476.99	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058	9/23	0	2024 3	INV	P	6.41	121523	300200	93058 9/23
049764	GPM EMPIRE	93059	11/23	0	2024 3	INV	P	1,669.33	121523	300197	ACCOUNT 93059 FLASH
								2,323.66			
								ACCOUNT TOTAL	2,323.66		
001160	535000							UNIFORMS, BADGES, ETC.			
004445	TOP NOTCH EMBROIDERY	1912		2400717	2024 3	INV	P	666.02	121523	300323	HFD POLO SHIRTS FOR
								ACCOUNT TOTAL	666.02		
001160	535500							WEARING APPAREL			
003216	J M H GRAPHICS	40382		2400474	2024 3	INV	P	1,415.00	121523	300214	HFD UNIFORM TSHIRTS
003216	J M H GRAPHICS	40658		2400922	2024 3	INV	P	1,236.00	121523	300214	HFD FIRE DEPT HOODI
								2,651.00			
								ACCOUNT TOTAL	2,651.00		
001160	559000							OTHER OPERATING MATL/SPLY			
003543	MCELHANEY PLUMBING I	298535		2400900	2024 3	INV	P	39.90	121523	300236	HFD GAUGES FOR HYDR
								ACCOUNT TOTAL	39.90		
001160	570000							MTR VEHICLE REP. PTS/SPL			
002160	AT&T MOBILITY	287308925627X120523		0	2024 3	INV	P	354.00	121523	300131	MB2016-287/GEOTAB/N
002194	BARDING GENERATOR &	11032		2400999	2024 3	INV	P	209.95	121523	300135	HFD C2 UNIT #20370
003034	HATTIESBURG HYDRAULI	103371		2400956	2024 3	INV	P	176.08	121523	300206	HFD ENGINE 9 UNIT #
004368	SUNBELT FIRE INC	00006837		2400230	2024 3	INV	P	51.12	121523	300319	HFD ENGINE 4 UNIT #
004368	SUNBELT FIRE INC	00007166		2400175	2024 3	INV	P	787.00	121523	300319	HFD ENGINE 4 UNIT #
								838.12			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004465	TRUCKPRO LLC	039-0721029	2400267	2024 3	INV	P	1,791.80	121523	300326	HFD STOCK FILTERS F
				ACCOUNT TOTAL			3,369.95			
001160	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	59.68	121523	300131	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290217384X120523	0	2024 3	INV	P	1,414.92	121523	300131	MB2016-287/WIRELESS
							1,474.60			
				ACCOUNT TOTAL			1,474.60			
001160	611000			TRAVEL EXPENSE						
003639	MOONEY, STEPHEN	9947	0	2024 3	INV	P	256.00	121523	300242	HFD STEPHEN MOONEY
004017	REGIONS CARDHOLDER S	4341-11/30/23	0	2024 3	INV	P	410.24	121523	300294	4341-11/30/23 CREDI
004017	REGIONS CARDHOLDER S	6566-11/30/23	0	2024 3	INV	P	673.80	121523	300294	6566-11/30/23 CREDI
							1,084.04			
				ACCOUNT TOTAL			1,340.04			
001160	612000			FREIGHT						
004368	SUNBELT FIRE INC	00006837	2400230	2024 3	INV	P	21.56	121523	300319	HFD ENGINE 4 UNIT #
004368	SUNBELT FIRE INC	00007166	2400175	2024 3	INV	P	25.63	121523	300319	HFD ENGINE 4 UNIT #
							47.19			
004465	TRUCKPRO LLC	039-0721029	2400267	2024 3	INV	P	4.99	121523	300326	HFD STOCK FILTERS F
				ACCOUNT TOTAL			52.18			
001160	630000			GAS						
004321	SPIRE	G2023-23 NOV	0	2024 3	INV	P	749.79	121523	300316	SPIRE(WILMUT GAS)
004321	SPIRE	G2023-5 DEC	0	2024 3	INV	P	966.22	121523	300316	SPIRE-(MILMUT GAS)-
							1,716.01			
				ACCOUNT TOTAL			1,716.01			
001160	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2023-30 NOV	0	2024 3	INV	P	1,467.62	121523	300249	MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2023-28 NOV	0	2024 3	INV	P	596.22	121523	300275	PEARL RIVER VALLEY
004282	SOUTHERN PINE ELECTR	E2023-12/01/23	0	2024 3	INV	P	956.95	121523	300312	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2023-12/04	0	2024 3	INV	P	141.22	121523	300312	SOUTHERN PINE ELECT
							1,098.17			
				ACCOUNT TOTAL			3,162.01			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001160	635000				BUILDING R&M					
002767	EXPERT GARAGE DOORS	1824	2400821	2024 3	INV	P	955.00	121523	300182	HFD STATION 4 BAY D
003192	INTERIOR EXTERIOR BU	4233147-00	2400915	2024 3	INV	P	108.80	121523	300213	HFD STATION 5 REPAI
					ACCOUNT TOTAL		1,063.80			
001160	635700				PLUMBING EQUIPMENT R&M					
002256	BILL'S PLUMBING CO	43314	0	2024 3	INV	P	820.00	121523	300137	HFD STATION 7 DRAIN
					ACCOUNT TOTAL		820.00			
001160	638200				MINOR EQUIPMENT R&M					
003004	HARBOR FREIGHT TOOLS	1029551	2400273	2024 3	INV	P	150.28	121523	300204	HFD TRAILER REPAIR
					ACCOUNT TOTAL		150.28			
001160	638400				MOTOR VEHICLE EQ. R&M					
002733	EMERGENCY EQUIPMENT	488437	2400577	2024 3	INV	P	2,104.45	121523	300177	HFD ENGINE 9 UNIT #
004297	SOUTHERN TIRE MART (	2520140681	2400923	2024 3	INV	P	2,806.15	121523	300313	HFD LADDER 6 UNIT #
					ACCOUNT TOTAL		4,910.60			
001160	642500				CYLINDER RENT					
002071	AIRGAS USA LLC (NORD	5503877319	0	2024 3	INV	P	45.02	121523	300119	HFD OXYGEN CYLINDER
					ACCOUNT TOTAL		45.02			
001160	643500				MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION #	4174333340	0	2024 3	INV	P	57.27	121523	300152	HFD ADMN OFFICE MAT
					ACCOUNT TOTAL		57.27			
					ORG 001160 TOTAL		25,726.83			
001180			LAND DEVEL.ADM.							
001180	500300				PAPER					
004017	REGIONS CARDHOLDER S	1708-11/30/23	0	2024 3	INV	P	221.89	121523	300294	1708-11/30/23 CREDI
004328	STAPLES	3553381551	2400861	2024 3	INV	P	110.60	121523	300318	OFFICE SUPPLIES FOR
					ACCOUNT TOTAL		332.49			
001180	501000				OTHER EXPENDABLE OFF.SPL					
004328	STAPLES	3553381551	2400861	2024 3	INV	P	94.60	121523	300318	OFFICE SUPPLIES FOR
004328	STAPLES	3553381552	2400861	2024 3	INV	P	253.08	121523	300318	OFFICE SUPPLIES FOR
004328	STAPLES	3553886421	2400861	2024 3	INV	P	124.96	121523	300318	OFFICE SUPPLIES FOR
							472.64			
					ACCOUNT TOTAL		472.64			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001180	505000						SUBSCRIPTIONS,MAGS,MAPS			
004017	REGIONS CARDHOLDER S	1708-11/30/23	0	2024 3	INV	P	455.40	121523	300294	1708-11/30/23 CREDI
							ACCOUNT TOTAL 455.40			
001180	511100						SUPPLIES - COVID 19			
004328	STAPLES	3553381551	2400861	2024 3	INV	P	137.98	121523	300318	OFFICE SUPPLIES FOR
							ACCOUNT TOTAL 137.98			
001180	525000						GAS AND OIL			
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	142.71	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	1.85	121523	300200	93058 9/23
							144.56			
							ACCOUNT TOTAL 144.56			
001180	570000						MTR VEHICLE REP. PTS/SPL			
004514	UNIVERSITY TIRE & SE	INV224821	2400360	2024 3	INV	P	742.69	121523	300333	VEHICLE REPAIR (UNI
							ACCOUNT TOTAL 742.69			
001180	601300						DEMOLITION			
003718	MSP ENTERPRISES, LLC	120523-1	0	2024 3	INV	P	16,714.78	121523	300260	DEMO OF 100 SOUTH S
							ACCOUNT TOTAL 16,714.78			
001180	604900						OTHER PROFESSIONAL SERV.			
004482	TYLER TECHNOLGIES IN	025-446592	0	2024 3	INV	P	4,317.29	121523	300331	SUPPORT AND MAINTEN
004482	TYLER TECHNOLGIES IN	188315	0	2024 3	INV	P	1,476.23	121523	300331	SOFTWARE SUPPORT &
							5,793.52			
							ACCOUNT TOTAL 5,793.52			
001180	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	718.70	121523	300131	MB#2016-287/WIRELES
							ACCOUNT TOTAL 718.70			
001180	611000						TRAVEL EXPENSE			
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024 3	INV	P	493.91	121523	300294	2080-11/30/23 CREDI
004017	REGIONS CARDHOLDER S	4341-11/30/23	0	2024 3	INV	P	494.60	121523	300294	4341-11/30/23 CREDI
							988.51			
							ACCOUNT TOTAL 988.51			
001180	638400						MOTOR VEHICLE EQ. R&M			
004514	UNIVERSITY TIRE & SE	INV226460	2400820	2024 3	INV	P	125.30	121523	300333	OIL CHANGE, WIPERS,

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL 125.30			
001180 639800						TOW IN CHARGES			
003389 LARRY'S WRECKER SERV	12900	0	2024	3	INV	P 65.00	121523	300228	TOW FOR UNIT # 1468
						ACCOUNT TOTAL 65.00			
						ORG 001180 TOTAL 26,691.57			
001190		P/S CONTRAC.SER							
001190 681500						JAIL EXPENSE			
002851 FORREST CTY SUPERVIS	10.1.23-10.31.23	0	2024	3	INV	P 47,877.00	121523	300187	HOUSING OF INMATES
						ACCOUNT TOTAL 47,877.00			
						ORG 001190 TOTAL 47,877.00			
001191		TRAFFIC MAINT.							
001191 501000						OTHER EXPENDABLE OFF.SPL			
003772 NEWELL PAPER COMPANY	4159917	2400350	2024	3	INV	P 264.92	121523	300264	office supplies
						ACCOUNT TOTAL 264.92			
001191 525000						GAS AND OIL			
049764 GPM EMPIRE	93058 8/23	0	2024	3	INV	P 139.14	121523	300199	ACCOUNT 93058 - AUG
049764 GPM EMPIRE	93058 9/23	0	2024	3	INV	P 1.80	121523	300200	93058 9/23
						140.94			
						ACCOUNT TOTAL 140.94			
001191 535500						WEARING APPAREL			
002795 FASTENAL COMPANY	MSHAT240600	2400807	2024	3	INV	P 52.88	121523	300185	SAFETY WEAR
						ACCOUNT TOTAL 52.88			
001191 545000						HAND TOOLS			
002795 FASTENAL COMPANY	MSHAT240599	2400797	2024	3	INV	P 298.00	121523	300185	TOOLS
002795 FASTENAL COMPANY	MSHAT240600	2400807	2024	3	INV	P 10.76	121523	300185	SAFETY WEAR
						308.76			
						ACCOUNT TOTAL 308.76			
001191 546000						MINOR EQUIPMENT			
002795 FASTENAL COMPANY	MSHAT240543	2400558	2024	3	INV	P 149.66	121523	300185	SMALL TOOLS
						ACCOUNT TOTAL 149.66			
001191 554500						TRAFFIC SIGNS			
004205 SIGNS FIRST	H-86861	2400636	2024	3	INV	P 68.05	121523	300306	STREET MARKERS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004205	SIGNS FIRST	H-86979	2400862	2024 3	INV	P	87.11	121523	300306	STREET MARKERS
004205	SIGNS FIRST	H-87023	2400859	2024 3	INV	P	2,333.00	121523	300306	STREET MARKERS
							2,488.16			
004555	VULCAN SIGNS	r38936	2400546	2024 3	INV	P	4,566.00	121523	300335	TRAFFIC SUPPLIES
				ACCOUNT TOTAL			7,054.16			
001191	559000			OTHER OPERATING MATL/SPLY						
002795	FASTENAL COMPANY	MSHAT240599	2400797	2024 3	INV	P	964.40	121523	300185	TOOLS
				ACCOUNT TOTAL			964.40			
001191	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X120523	0	2024 3	INV	P	94.40	121523	300131	MB2016-287/GEOTAB/N
003861	PATTERSON AUTO ELECT	82108	2401004	2024 3	INV	P	840.85	121523	300274	VEHICLE REPAIR UNIT
				ACCOUNT TOTAL			935.25			
001191	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	170.04	121523	300131	MB#2016-287/WIRELES
				ACCOUNT TOTAL			170.04			
001191	638400			MOTOR VEHICLE EQ. R&M						
003712	MS STATE/TAX COMM/TA	TAG UNIT #22162	0	2024 3	INV	P	12.00	121523	300254	TAG UNIT #22162 VIN
				ACCOUNT TOTAL			12.00			
001191	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4175119395	0	2024 2	INV	P	25.00	121523	300153	TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION #	4175842417	0	2024 3	INV	P	25.00	121523	300153	TRAFFIC UNIFORM S
002471	CINTAS CORPORATION #	4176558641	0	2024 3	INV	P	25.00	121523	300153	TRAFFIC UNIFORM SC
							75.00			
				ACCOUNT TOTAL			75.00			
001191	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4175119220	0	2024 2	INV	P	8.30	121523	300153	TRAFFIC MATS SC/820
002471	CINTAS CORPORATION #	4175842077	0	2024 3	INV	P	8.30	121523	300153	TRAFFIC MATS SC/82
002471	CINTAS CORPORATION #	4176558273	0	2024 3	INV	P	8.30	121523	300153	TRAFFIC MATS SC/8
							24.90			
				ACCOUNT TOTAL			24.90			
001191	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	4b10224	2301150	2024 2	INV	P	494.98	121523	300115	TWO QUOTE - JANITOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL 494.98			
							ORG 001191 TOTAL 10,647.89			
001201			STREET DIV.							
001201	525000						GAS AND OIL			
049764	GPM EMPIRE	93058 8/23	0	2024	3	INV P	162.82	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024	3	INV P	2.11	121523	300200	93058 9/23
							164.93			
							ACCOUNT TOTAL 164.93			
001201	525700						DIESEL FUEL			
049764	GPM EMPIRE	93058 8/23	0	2024	3	INV P	79.63	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024	3	INV P	1.03	121523	300200	93058 9/23
							80.66			
							ACCOUNT TOTAL 80.66			
001201	540000						ASPHALT & ASPHALT PROD.			
004586	WARREN PAVING INC	85102	2400869	2024	3	INV P	171.21	121523	300337	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	85255	0	2024	3	INV P	237.55	121523	300337	ASPHALT/RE PO 24008
004586	WARREN PAVING INC	85339	0	2024	3	INV P	91.43	121523	300337	ASPHALT/RE PO 24008
004586	WARREN PAVING INC	85382	0	2024	3	INV P	250.99	121523	300337	ASPHALT/RE PO 24008
004586	WARREN PAVING INC	85636	0	2024	3	INV P	429.37	121523	300337	ASPHALT/RE PO 24008
004586	WARREN PAVING INC	85652	0	2024	3	INV P	437.44	121523	300337	ASPJHALT/RE PO 2400
004586	WARREN PAVING INC	85663	0	2024	3	INV P	147.91	121523	300337	ASPHALT/RE PO 24008
							1,765.90			
							ACCOUNT TOTAL 1,765.90			
001201	545000						HAND TOOLS			
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024	3	INV P	447.00	121523	300294	2080-11/30/23 CREDI
							ACCOUNT TOTAL 447.00			
001201	559000						OTHER OPERATING MATL/SPLY			
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024	3	INV P	19.47	121523	300294	2080-11/30/23 CREDI
							ACCOUNT TOTAL 19.47			
001201	570000						MTR VEHICLE REP. PTS/SPL			
002160	AT&T MOBILITY	287308925627X120523	0	2024	3	INV P	1,085.60	121523	300131	MB2016-287/GEOTAB/N
003034	HATTIESBURG HYDRAULI	103509	2401129	2024	3	INV P	170.34	121523	300206	HYDRAULIC HOSE UNIT
048827	CARQUEST	14758-32670	2401124	2024	3	INV P	8.13	121523	300150	HYDRAULIC FILTER UN
							ACCOUNT TOTAL 1,264.07			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001201	604900						OTHER PROFESSIONAL SERV.			
004058	RJM MCQUEEN CONTRACT	2914	0	2024 3	INV	P	46,610.00	121523	300297	MB 2022-680 4TH AVE
							ACCOUNT TOTAL 46,610.00			
001201	636099						LONG RANGE PAVING PLAN			
048682	JOE AULTMAN	A839	2303004	2024 3	INV	P	4,600.00	121523	300218	STREET STRIPING - P
							ACCOUNT TOTAL 4,600.00			
001201	638400						MOTOR VEHICLE EQ. R&M			
003034	HATTIESBURG HYDRAULI	103505	2401075	2024 3	INV	P	1,425.00	121523	300206	LABOR TO INSTALL SW
							ACCOUNT TOTAL 1,425.00			
001201	638700						AGRICULTURAL EQ. R&M			
003615	JOHN DEERE FINANCIAL	W89218	2400967	2024 3	INV	P	605.43	121523	300219	REPAIRS/ON TRACTOR
							ACCOUNT TOTAL 605.43			
001201	739900						OTHER EQUIPMENT			
003843	PARISH TRACTOR (HATT	E03027	2401062	2024 3	INV	P	17,299.00	121523	300273	12ft BATWING FOLDIN
003843	PARISH TRACTOR (HATT	E03028	2401052	2024 3	INV	P	23,097.00	121523	300273	12" & 15" BATWING S
							40,396.00			
							ACCOUNT TOTAL 40,396.00			
							ORG 001201 TOTAL 97,378.46			
001202			STREET LIGHTS							
001202	630500						ELECTRICITY			
003700	MS POWER COMPANY	E2023- 29 NOV	0	2024 3	INV	P	89.24	121523	300248	MISSISSIPPI POWER-6
003700	MS POWER COMPANY	E2023-12/04	0	2024 3	INV	P	53.90	121523	300250	MISSISSIPPI POWER-8
003700	MS POWER COMPANY	E2023-12/04/23	0	2024 3	INV	P	106.55	121523	300248	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-12/1	0	2024 3	INV	P	51.40	121523	300248	MISSISSIPPI POWER-4
003700	MS POWER COMPANY	E2023-22 NOV	0	2024 2	INV	P	178.66	121523	300248	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2023-28 NOV	0	2024 3	INV	P	162.84	121523	300248	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-30 NOV	0	2024 3	INV	P	3,387.78	121523	300249	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-5 DEC	0	2024 3	INV	P	162.79	121523	300248	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-DEC 1	0	2024 3	INV	P	51.40	121523	300251	MISSISSIPPI POWER-2
003700	MS POWER COMPANY	E2023-NOV 29 23B	0	2024 3	INV	P	51.40	121523	300253	MISSISSIPPI POWER-4
							4,295.96			
003873	PEARL RIVER VALLEY E	2023 21 NOV	0	2024 2	INV	P	1,213.39	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023 29 NOV	0	2024 3	INV	P	175.53	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023 30 NOV	0	2024 3	INV	P	69.24	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-11/29B	0	2024 3	INV	P	107.81	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-22 NOV	0	2024 3	INV	P	55.41	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-28 NOV	0	2024 3	INV	P	77.05	121523	300275	PEARL RIVER VALLEY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E	2023/11/30/23B	0	2024 3	INV	P	446.54	121523	300275	PEARL RIVER VALLEY
							2,144.97			
004282	SOUTHERN PINE ELECTR	E2023-12/01/23	0	2024 3	INV	P	1,989.46	121523	300312	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2023-12/04	0	2024 3	INV	P	62.19	121523	300312	SOUTHERN PINE ELECT
							2,051.65			
				ACCOUNT TOTAL			8,492.58			
				ORG 001202 TOTAL			8,492.58			
001203		ENGR/PUBLIC SER								
001203	501000			OTHER EXPENDABLE OFF.SPL						
003772	NEWELL PAPER COMPANY	4161245	2400726	2024 3	INV	P	465.97	121523	300264	OFFICE SUPPLIES (NE
				ACCOUNT TOTAL			465.97			
001203	502000			MINOR OFFICE EQUIP/FURN.						
003810	OFFICE PRODUCTS PLUS	1037062-0	2400530	2024 3	INV	P	2,512.00	121523	300268	CONFERENCE ROOM CHA
				ACCOUNT TOTAL			2,512.00			
001203	508000			COMPUTER SUPPLIES						
004017	REGIONS CARDHOLDER S	6566-11/30/23	0	2024 3	INV	P	77.02	121523	300294	6566-11/30/23 CREDI
				ACCOUNT TOTAL			77.02			
001203	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X120523	0	2024 3	INV	P	47.20	121523	300131	MB2016-287/GEOTAB/N
				ACCOUNT TOTAL			47.20			
001203	601500			ENGINEERING						
004197	SHOWS DEARMAN & WAIT	23895	0	2024 3	INV	P	12,247.50	121523	300305	MB 2012-1/34 EPA RE
				ACCOUNT TOTAL			12,247.50			
001203	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	137.14	121523	300131	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X120520	0	2024 3	INV	P	152.17	121523	300131	MB2016-287/WIRELESS
							289.31			
				ACCOUNT TOTAL			289.31			
001203	630000			GAS						
004321	SPIRE	G2023-5 DEC	0	2024 3	INV	P	76.66	121523	300316	SPIRE-(MILMUT GAS)-
				ACCOUNT TOTAL			76.66			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001203	635000				BUILDING R&M					
004234	SMITH, JIM SERVICES	I93180	0	2024 3	INV	P	356.04	121523	300309	AIR CONDITIONING RE
					ACCOUNT TOTAL		356.04			
001203	687000				CUSTODIAL SERVICE					
002037	AB SUPPORT SERVICES	4b10224	2301150	2024 2	INV	P	400.34	121523	300115	TWO QUOTE - JANITOR
					ACCOUNT TOTAL		400.34			
					ORG 001203 TOTAL		16,472.04			
001204			SHOP DIVISION							
001204	630000				GAS					
004321	SPIRE	G2023-5 DEC	0	2024 3	INV	P	1,670.22	121523	300316	SPIRE-(MILMUT GAS)-
					ACCOUNT TOTAL		1,670.22			
001204	643000				UNIFORM RENT					
002471	CINTAS CORPORATION #	4176558626	0	2024 3	INV	P	64.20	121523	300152	UNIFORM RENTAL/SC#8
					ACCOUNT TOTAL		64.20			
					ORG 001204 TOTAL		1,734.42			
001206			DRAINAGE DIV.							
001206	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287290252011X120523	0	2024 3	INV	P	546.63	121523	300131	MB2016-276/WIRELESS
					ACCOUNT TOTAL		546.63			
001206	729500				OTHER IMPROVEMENTS					
004197	SHOWS DEARMAN & WAIT	23832	0	2024 2	INV	P	6,147.76	121523	300305	MB 2012-1/34 THAMES
004197	SHOWS DEARMAN & WAIT	23900	0	2024 3	INV	P	9,720.00	121523	300305	MB 2020-179 HEATHER
004197	SHOWS DEARMAN & WAIT	23904	0	2024 3	INV	P	2,552.50	121523	300305	MB 2012-1/34 THAMES
							18,420.26			
					ACCOUNT TOTAL		18,420.26			
					ORG 001206 TOTAL		18,966.89			
001207			CONSTRUCTION							
001207	525000				GAS AND OIL					
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	97.17	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	1.26	121523	300200	93058 9/23
							98.43			
					ACCOUNT TOTAL		98.43			
001207	559000				OTHER OPERATING MATL/SPLY					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002714	ECONOMY SUPPLY CO	112656	2400980	2024 3	INV	P	14.85	121523	300174	BITS/HANG UP CHRIST
002795	FASTENAL COMPANY	MSHAT240783	2401095	2024 3	INV	P	43.41	121523	300184	TURNBUCKLE FOR NEW
002883	GARNER LUMLEY ELECTR	605536	2400979	2024 3	INV	P	159.50	121523	300191	ANCHORS & CABLE TIE
003543	MCELHANEY PLUMBING I	298831	2401087	2024 3	INV	P	29.90	121523	300236	PLUMBING SUPPLIES/C
003772	NEWELL PAPER COMPANY	4161364	2400948	2024 3	INV	P	441.73	121523	300264	PAPER FOR CONST& PW
004017	REGIONS CARDHOLDER S	6566-11/30/23	0	2024 3	INV	P	328.50	121523	300294	6566-11/30/23 CREDI
				ACCOUNT TOTAL			1,017.89			
001207	560000			BUILDING MATERIALS & SPLY						
002714	ECONOMY SUPPLY CO	113288	2401098	2024 3	INV	P	254.55	121523	300174	MATERIAL FOR NEW YE
002883	GARNER LUMLEY ELECTR	605495	2400969	2024 3	INV	P	49.40	121523	300191	CHRISTMAS LIGHTS FO
				ACCOUNT TOTAL			303.95			
001207	560500			ELECTRICAL SUPPLIES						
002883	GARNER LUMLEY ELECTR	605444	2400947	2024 3	INV	P	94.73	121523	300191	MATERIAL FOR CHRIST
002883	GARNER LUMLEY ELECTR	605460	2400947	2024 3	INV	P	316.84	121523	300191	MATERIAL FOR CHRIST
002883	GARNER LUMLEY ELECTR	605495	2400969	2024 3	INV	P	200.28	121523	300191	CHRISTMAS LIGHTS FO
							611.85			
004017	REGIONS CARDHOLDER S	1708-11/30/23	0	2024 3	INV	P	21.39	121523	300294	1708-11/30/23 CREDI
004256	SOLAR SUPPLY INC	3473293	2400961	2024 3	INV	P	6.20	121523	300310	FUSES/CHRISTMAS BRI
				ACCOUNT TOTAL			639.44			
001207	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	298831	2401087	2024 3	INV	P	69.75	121523	300236	PLUMBING SUPPLIES/C
				ACCOUNT TOTAL			69.75			
001207	604900			OTHER PROFESSIONAL SERV.						
003190	INTERFACE	20594452	0	2024 3	INV	P	48.87	121523	300212	SECURITY SYSTEM FOR
				ACCOUNT TOTAL			48.87			
001207	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	59.68	121523	300131	MB#2016-287/WIRELES
				ACCOUNT TOTAL			59.68			
001207	638400			MOTOR VEHICLE EQ. R&M						
002252	BIG IRON DIESEL REPA	B10289	0	2024 3	INV	P	1,702.67	121523	300136	REPAIR ON UNIT #141

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
								ACCOUNT TOTAL	1,702.67		
001207	639100							DOWNTOWN LIGHTS R&M			
002901	GILKEY ELECTRIC SUPP	380878		2400184	2024 3	INV	P	70.11	121523	300194	SUPPLIES FOR LIGHTI
002901	GILKEY ELECTRIC SUPP	381868		2400664	2024 3	INV	P	33.80	121523	300194	i59/49 INTERCHANGE
002901	GILKEY ELECTRIC SUPP	382526		2400662	2024 3	INV	P	15.76	121523	300194	HWY 11 & PARKWAY -
								119.67			
								ACCOUNT TOTAL	119.67		
001207	639900							OTHER REPAIRS AND MAINT.			
050421	WHITE GLOVE CARPET	10854		0	2024 3	INV	P	680.00	121523	300341	CLEANING OF EMPLOYE
								ACCOUNT TOTAL	680.00		
001207	642000							MACHINERY RENT			
002071	AIRGAS USA LLC (NORD	5503877318		0	2024 3	INV	P	247.17	121523	300119	CYLINDER RENTAL/CON
003987	PUCKETT RENTS	1007443-0002		2400886	2024 3	INV	P	583.60	121523	300292	RENTAL OF LIFT FOR
								ACCOUNT TOTAL	830.77		
001207	643000							UNIFORM RENT			
002471	CINTAS CORPORATION #	4175842239		0	2024 3	INV	P	147.58	121523	300152	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4175842384		0	2024 3	INV	P	64.20	121523	300152	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4176558471		0	2024 3	INV	P	119.82	121523	300152	UNIFORM RENTAL/CONS
								331.60			
								ACCOUNT TOTAL	331.60		
								ORG 001207 TOTAL	5,902.72		
001220					SANITATION DIV.						
001220	525000							GAS AND OIL			
049764	GPM EMPIRE	93058	11/23	0	2024 3	INV	P	25.93	121523	300198	ACCOUNT 93058-NOVEM
049764	GPM EMPIRE	93058	8/23	0	2024 3	INV	P	108.07	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058	9/23	0	2024 3	INV	P	1.40	121523	300200	93058 9/23
								135.40			
								ACCOUNT TOTAL	135.40		
001220	525700							DIESEL FUEL			
049764	GPM EMPIRE	93058	8/23	0	2024 3	INV	P	2,711.89	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058	9/23	0	2024 3	INV	P	35.13	121523	300200	93058 9/23
								2,747.02			
								ACCOUNT TOTAL	2,747.02		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001220	559000			OTHER OPERATING MATL/SPLY						
049197	OTTO ENVIRONMENTAL S	INV-50988	2400553	2024 2	INV	P	31,858.00	121523	300270	GARBAGE CANS -ACCES
049197	OTTO ENVIRONMENTAL S	INV-51058	2400553	2024 3	INV	P	1,885.00	121523	300270	GARBAGE CANS -ACCES
							33,743.00			
				ACCOUNT TOTAL			33,743.00			
001220	559100			OTHER OPER.MATLS-FULL R						
004634	WHEELER'S JANITORIAL	15412	2400672	2024 2	INV	P	1,037.38	121523	300340	OFFICE SUPPLIES/MAT
				ACCOUNT TOTAL			1,037.38			
001220	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X120523	0	2024 3	INV	P	613.60	121523	300131	MB2016-287/GEOTAB/N
002166	AUTO ARMATURE SERVIC	32652	2401041	2024 3	INV	P	569.85	121523	300132	UNIT 15983 BATTERIE
002252	BIG IRON DIESEL REPA	BI0207	2401036	2024 3	INV	P	489.98	121523	300136	SERVICE CALL FOR UN
002252	BIG IRON DIESEL REPA	BI0287	2401036	2024 3	INV	P	254.99	121523	300136	SERVICE CALL FOR UN
002252	BIG IRON DIESEL REPA	BI0288	2401036	2024 3	INV	P	254.99	121523	300136	SERVICE CALL FOR UN
							999.96			
002739	EMPIRE TRUCK SALES	CE006217796:01	2400929	2024 3	INV	P	993.27	121523	300178	DRIVE WHEEL SETS FO
002739	EMPIRE TRUCK SALES	CE006217914:01	2401008	2024 3	INV	P	851.28	121523	300178	UNIT 20089 HARNESS
002739	EMPIRE TRUCK SALES	CE006217932:01	2401016	2024 3	INV	P	801.14	121523	300178	UNIT 20089 REPAIR
002739	EMPIRE TRUCK SALES	RE006038682:04	2400893	2024 2	INV	P	2,662.43	121523	300178	UNIT 20072 DIAGNOST
							5,308.12			
003034	HATTIESBURG HYDRAULI	103149	2400715	2024 2	INV	P	197.92	121523	300206	UNIT 21387 6G2 HOSE
004139	SCOTTS HYDRAULIC SER	57661	2401005	2024 3	INV	P	2,585.00	121523	300301	UNIT 20072 PTO HYDR
004297	SOUTHERN TIRE MART (	`2520141575	2401134	2024 3	INV	P	431.00	121523	300313	SERVICE CALL FOR SA
004297	SOUTHERN TIRE MART (	2520141183	2401084	2024 3	INV	P	210.00	121523	300313	SERVICE CALL FOR SA
							641.00			
004467	TRUCKWORX-JACKSON	0530664441	2400930	2024 2	INV	P	418.79	121523	300328	MASTER SWITCH MODUL
004582	WANSLEY'S MACHINE &	46373	2400866	2024 2	INV	P	242.72	121523	300336	DRIVESHAFT REPAIR
048827	CARQUEST	14758-32603	2401083	2024 3	INV	P	140.30	121523	300150	UNIT 20596 BRAKE PA
				ACCOUNT TOTAL			11,717.26			
001220	575000			COMMUNICATION REPAIR PTS						
002535	COMSOUTH	205047	2400537	2024 2	INV	P	301.50	121523	300165	RADIO REPAIR-SANITA
				ACCOUNT TOTAL			301.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001220	604900						OTHER PROFESSIONAL SERV.			
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	123.36	121523	300131	MB#2016-287/WIRELES
							ACCOUNT TOTAL 123.36			
001220	612000						FREIGHT			
002739	EMPIRE TRUCK SALES	CE006217914:01	2401008	2024 3	INV	P	35.00	121523	300178	UNIT 20089 HARNESS
002739	EMPIRE TRUCK SALES	CE006217932:01	2401016	2024 3	INV	P	35.68	121523	300178	UNIT 20089 REPAIR
							70.68			
							ACCOUNT TOTAL 70.68			
001220	638400						MOTOR VEHICLE EQ. R&M			
002169	AUTOMOTIVE GLASS SPE	1258923	0	2024 3	INV	P	140.00	121523	300133	WINDSHIELD REPAIR B
002169	AUTOMOTIVE GLASS SPE	1258924	0	2024 3	INV	P	140.00	121523	300133	WINDSHIELD REPAIR M
002169	AUTOMOTIVE GLASS SPE	1258925	0	2024 3	INV	P	120.00	121523	300133	WINDSHIELD REPAIR -
							400.00			
003034	HATTIESBURG HYDRAULI	103504	2401074	2024 3	INV	P	760.00	121523	300206	LABOR ON UNIT #1589
							ACCOUNT TOTAL 1,160.00			
001220	639800						TOW IN CHARGES			
003253	JOHNNY'S WRECKER SER	00045822	0	2024 2	INV	P	425.00	121523	300220	TOW UNIT 22000 TO P
							ACCOUNT TOTAL 425.00			
001220	643000						UNIFORM RENT			
002471	CINTAS CORPORATION #	4175843089	0	2024 3	INV	P	289.44	121523	300152	SC8200044758-SANIT
002471	CINTAS CORPORATION #	4176559225	0	2024 3	INV	P	236.32	121523	300152	SC8200044758 SANIT
							525.76			
							ACCOUNT TOTAL 525.76			
001220	643500						MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4175842081	0	2024 3	INV	P	40.18	121523	300153	SC8200044758 SANITA
002471	CINTAS CORPORATION #	4176558260	0	2024 3	INV	P	40.18	121523	300153	SC8200044758 SANIT
							80.36			
							ACCOUNT TOTAL 80.36			
001220	688000						TIPPING FEES			
002007	98 WASTE LLC	5701	0	2024 3	INV	P	25,280.00	121523	300114	MB2016-322 SANITATI
002007	98 WASTE LLC	5702	0	2024 3	INV	P	1,200.00	121523	300114	MB2016-322 PARKS &
002007	98 WASTE LLC	5703	0	2024 3	INV	P	14,352.00	121523	300114	MB2016-322 CODE ENF
							40,832.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003798	NORTHGATE LAND & TIM	1203	0	2024 3	INV	P	561.00	121523	300266	CODE ENF. RED DIRT
003920	PINE BELT REGIONAL S	7545	0	2024 3	INV	P	36,874.91	121523	300280	FILE#2021-897 SANIT
004591	WASTE MANAGEMENT OF	0013888-2526-5	0	2024 3	INV	P	1,499.63	121523	300338	MB 2003-5/484 -SANI
					ACCOUNT TOTAL		79,767.54			
001220	689000			RECYCLING FEES						
004030	REPUBLIC SERVICES IN	0991-000354597	2400295	2024 2	INV	P	13,323.49	121523	300295	OPEN P.O.-RECYCLING
004030	REPUBLIC SERVICES IN	0991-000354597A	2400648	2024 2	INV	P	4,279.24	121523	300295	OPEN P.O.-RECYCLING
							17,602.73			
					ACCOUNT TOTAL		17,602.73			
					ORG 001220 TOTAL		149,436.99			
001250			HEALTH DIVISION							
001250	525000			GAS AND OIL						
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	621.01	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	8.04	121523	300200	93058 9/23
							629.05			
					ACCOUNT TOTAL		629.05			
001250	525700			DIESEL FUEL						
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	64.54	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	.84	121523	300200	93058 9/23
							65.38			
					ACCOUNT TOTAL		65.38			
001250	570000			MTR VEHICLE REP. PTS/SPL						
004514	UNIVERSITY TIRE & SE	INV227152	2401024	2024 3	INV	P	636.16	121523	300333	TIRES/UNIT #21723 &
004514	UNIVERSITY TIRE & SE	INV227197	2401024	2024 3	INV	P	636.16	121523	300333	TIRES/UNIT #21723 &
							1,272.32			
					ACCOUNT TOTAL		1,272.32			
001250	575500			AGRICLTRL REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW	101101	2401112	2024 3	INV	P	331.90	121523	300120	CHAIN CUT LOOPS AND
					ACCOUNT TOTAL		331.90			
					ORG 001250 TOTAL		2,298.65			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001260			ANIMAL CONTROL							
001260	525000		GAS AND OIL							
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	59.92	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	.78	121523	300200	93058 9/23
							60.70			
				ACCOUNT TOTAL			60.70			
001260	570000		MTR VEHICLE REP. PTS/SPL							
004466	TRUCKS PLUS AUTO ACC	046588	2304924	2024 3	INV	P	899.00	121523	300327	COYOTE BOX FOR UNIT
				ACCOUNT TOTAL			899.00			
001260	699900		SERVICES NOT SPECIFIED							
002134	ANIMAL MEDICAL CENTE	1324417	0	2024 3	INV	P	175.50	121523	300123	ANIMAL PHYSICAL EXA
002134	ANIMAL MEDICAL CENTE	1325921	0	2024 3	INV	P	1,520.65	121523	300123	ANIMAL TREATMENT-HP
002134	ANIMAL MEDICAL CENTE	1326228	0	2024 3	INV	P	296.50	121523	300123	CAPSTAR GREEN INDIV
002134	ANIMAL MEDICAL CENTE	1326708	0	2024 3	INV	P	265.00	121523	300123	ANIMAL VACCINATION-
002134	ANIMAL MEDICAL CENTE	1326863	0	2024 3	INV	P	50.00	121523	300123	ANIMAL CAPSULE-HPD
002134	ANIMAL MEDICAL CENTE	1327064	0	2024 3	INV	P	564.25	121523	300123	ANIMAL VACCINATION-
002134	ANIMAL MEDICAL CENTE	1327200	0	2024 3	INV	P	50.00	121523	300123	ANIMAL TABLET-HPD
002134	ANIMAL MEDICAL CENTE	1328705	0	2024 3	INV	P	221.77	121523	300123	ANIMAL PHYSICAL EXA
002134	ANIMAL MEDICAL CENTE	1329189	0	2024 3	INV	P	388.00	121523	300123	ANIMAL VACCINATION-
							3,531.67			
				ACCOUNT TOTAL			3,531.67			
				ORG 001260 TOTAL			4,491.37			
001402			ECONOMIC DEV.							
001402	604900		OTHER PROFESSIONAL SERV.							
002515	COLONY CONSTRUCTION	16TH & CONCART #3	0	2024 3	INV	P	24,932.14	121523	300162	MB 2022-202 16TH AV
003381	LANDARC CONSULTING G	06-2111	0	2024 3	INV	P	6,000.00	121523	300227	I-59/98W INTERCHANG
050414	AIDS SERVICES	121-001	0	2024 3	INV	P	36,000.00	121523	300118	SERVICES FOR CASE M
				ACCOUNT TOTAL			66,932.14			
				ORG 001402 TOTAL			66,932.14			
001551			AIRPORT DIV.							
001551	630000		GAS							
004321	SPIRE	G2023-5 DEC	0	2024 3	INV	P	38.41	121523	300316	SPIRE-(MILMUT GAS)-
				ACCOUNT TOTAL			38.41			
				ORG 001551 TOTAL			38.41			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001553			CEMETERY DIV							
001553 501000				OTHER EXPENDABLE OFF.SPL						
048766	OFFICE DEPOT	341313175001	2400817	2024 3	INV	P	107.01	121523	300267	OFFICE SUPPLIES
				ACCOUNT TOTAL			107.01			
001553 502000				MINOR OFFICE EQUIP/FURN.						
003825	OWENS BUSINESS MACHI	479261	0	2024 3	INV	P	42.67	121523	300271	MONTHLY SERVICE FOR
				ACCOUNT TOTAL			42.67			
001553 525000				GAS AND OIL						
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	158.84	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	2.06	121523	300200	93058 9/23
							160.90			
				ACCOUNT TOTAL			160.90			
001553 525700				DIESEL FUEL						
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	169.73	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	2.20	121523	300200	93058 9/23
							171.93			
				ACCOUNT TOTAL			171.93			
001553 565000				PAINT AND PAINTING SPLY.						
004176	SHERWIN-WILLIAMS COM	1272-1	2401025	2024 3	INV	P	222.42	121523	300304	PAINT & PAINT SUPPL
				ACCOUNT TOTAL			222.42			
001553 570000				MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X120523	0	2024 3	INV	P	259.60	121523	300131	MB2016-287/GEOTAB/N
002166	AUTO ARMATURE SERVIC	32685	2401105	2024 3	INV	P	419.90	121523	300132	MOTOR VEHICLE REPAI
048827	CARQUEST	14758-32686	2401132	2024 3	INV	P	299.59	121523	300150	MOTOR VEHICLE REPAI
				ACCOUNT TOTAL			979.09			
001553 575500				AGRICLTRL REPAIR PTS/SPL						
048827	CARQUEST	14758-32488	2401039	2024 3	INV	P	107.64	121523	300150	AGRICLTRL PARTS & S
				ACCOUNT TOTAL			107.64			
001553 599000				OTHER REPAIR/MAINT. SPL.						
002304	BRACKMAN MOWER WAREH	22232	2400901	2024 3	INV	P	102.79	121523	300140	POLE SAW REPAIR AND
				ACCOUNT TOTAL			102.79			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001553	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X120823	0	2024	3	INV	P	115.36	121523	300131 MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X120523	0	2024	3	INV	P	144.90	121523	300131 MB2016-276/WIRELESS
								260.26		
							ACCOUNT TOTAL	260.26		
001553	611000						TRAVEL EXPENSE			
050406	BRINKLEY DARREN	9967 OT	0	2024	3	INV	P	355.00	121523	300142 PAAM CONFERENCE:D.B
							ACCOUNT TOTAL	355.00		
001553	630000						GAS			
004321	SPIRE	G2023-5 DEC	0	2024	3	INV	P	87.99	121523	300316 SPIRE-(MILMUT GAS)-
							ACCOUNT TOTAL	87.99		
001553	638700						AGRICULTURAL EQ. R&M			
002304	BRACKMAN MOWER WAREH	22228	2400903	2024	3	INV	P	53.00	121523	300140 POLESAW TWOCYCLE SE
							ACCOUNT TOTAL	53.00		
001553	643000						UNIFORM RENT			
002471	CINTAS CORPORATION #	4172975569	0	2024	3	INV	P	88.70	121523	300152 ST CONT# 8200044758
002471	CINTAS CORPORATION #	4173701426	0	2024	3	INV	P	122.63	121523	300152 ST CONT# 8200044758
002471	CINTAS CORPORATION #	4174333764	0	2024	3	INV	P	127.47	121523	300152 ST CONT# 8200044758
002471	CINTAS CORPORATION #	4175120566	0	2024	3	INV	P	88.70	121523	300152 ST CONT# 8200044758
								427.50		
							ACCOUNT TOTAL	427.50		
001553	643500						MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4172975454	0	2024	3	INV	P	32.32	121523	300153 ST CONT# 8200044758
002471	CINTAS CORPORATION #	4173701260	0	2024	3	INV	P	32.32	121523	300153 ST CONT# 8200044758
002471	CINTAS CORPORATION #	4174333604	0	2024	3	INV	P	32.32	121523	300153 ST CONT# 8200044758
002471	CINTAS CORPORATION #	4175120480	0	2024	3	INV	P	32.32	121523	300153 ST CONT# 8200044758
								129.28		
							ACCOUNT TOTAL	129.28		
001553	684500						REGISTRATION FEE/TUITION			
004017	REGIONS CARDHOLDER S	2080-11/30/23	0	2024	3	INV	P	175.00	121523	300294 2080-11/30/23 CREDI
							ACCOUNT TOTAL	175.00		
							ORG 001553 TOTAL	3,382.48		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001560		PARKING OPER.							
001560 640200			PARKING GARAGE/LOT RENT						
003789 NORFOLK SOUTHERN COR	93443975	0	2024	3	INV	P	2,406.15	121523	300265 MONTHLY LEASE OF PR
			ACCOUNT TOTAL				2,406.15		
			ORG 001560 TOTAL				2,406.15		
FUND 001 REVENUES			TOTAL:				937,159.39		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300			PKS/REC-RECREATION MAINT. DIV.							
002300	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	4341-11/30/23	0	2024	3	INV	P	329.30	121523	300294 4341-11/30/23 CREDI
				ACCOUNT TOTAL				329.30		
002300	510000			CLEANING/JANITORIAL SPLY						
003772	NEWELL PAPER COMPANY	4159418	2400385	2024	3	INV	P	1,099.72	121523	300264 P&R GROUNDS-JANITOR
048554	TWO RIVERS OUTDOORS	986148	2400835	2024	3	INV	P	375.00	121523	300330 P&R GRNDS MAINT-PAP
048909	BRADY COMPANIES, LLC	8474397	2400846	2024	2	INV	P	993.44	121523	300141 P&R GROUNDS-JANITOR
				ACCOUNT TOTAL				2,468.16		
002300	513000			CHEMICALS						
003302	KEELING COMPANY (HAT	S4438522.001	2401009	2024	3	INV	P	946.31	121523	300221 P&R GRNDS MAINT-CHE
048909	BRADY COMPANIES, LLC	8477960	2400846	2024	3	INV	P	96.04	121523	300141 P&R GROUNDS-JANITOR
049595	SITEONE LANDSCAPE	136400492-001	2400639	2024	3	INV	P	1,158.25	121523	300307 P&R GRNDS MAINT-CHE
				ACCOUNT TOTAL				2,200.60		
002300	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 11/23 FUEL2	0	2024	3	INV	P	7,223.33	121523	300155 FUEL USAGE 11/1-11/
049764	GPM EMPIRE	93058 8/23	0	2024	3	INV	P	1,180.44	121523	300199 ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024	3	INV	P	15.29	121523	300200 93058 9/23
								1,195.73		
				ACCOUNT TOTAL				8,419.06		
002300	525500			LUBRICANTS						
002304	BRACKMAN MOWER WAREH	46349	2400878	2024	2	INV	P	668.16	121523	300140 P&R GROUNDS- OIL
004297	SOUTHERN TIRE MART (	2520140977	2400955	2024	3	INV	P	12.00	121523	300313 P&R TRK UNIT 18558-
				ACCOUNT TOTAL				680.16		
002300	544000			HORT./LANDSCAPING SPLY.						
049595	SITEONE LANDSCAPE	136515936-001	2400777	2024	3	INV	P	849.50	121523	300307 P&R GRNDS MAINT-LAN
				ACCOUNT TOTAL				849.50		
002300	546000			MINOR EQUIPMENT						
002492	CLEMTS HARDWARE	131433	2401033	2024	3	INV	P	18.99	121523	300160 P&R GRNDS LANDSCAPE
004017	REGIONS CARDHOLDER S	1286-11/30/23	0	2024	3	INV	P	594.89	121523	300294 1286-11/30/23 REGIO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL	613.88		
002300	551000						RECREATIONAL SUPPLIES			
004017	REGIONS CARDHOLDER S	1286-11/30/23	0	2024	3	INV	P	111.11	121523	300294 1286-11/30/23 REGIO
004017	REGIONS CARDHOLDER S	1708-11/30/23	0	2024	3	INV	P	1,868.40	121523	300294 1708-11/30/23 CREDI
								1,979.51		
							ACCOUNT TOTAL	1,979.51		
002300	559000						OTHER OPERATING MATL/SPLY			
002492	CLEMTS HARDWARE	131424	2401067	2024	3	INV	P	419.45	121523	300160 P&R TATUM PARK-SUPP
003742	N & H ELECTRONIC DIS	17416	2400879	2024	3	INV	P	96.30	121523	300262 P&R GRNDS MAINT ZIP
							ACCOUNT TOTAL	515.75		
002300	561000						PLUMBING SUPPLIES			
003302	KEELING COMPANY (HAT	S4436726.001	2400039	2024	3	INV	P	418.71	121523	300221 P&R GROUNDS PLUMBIN
							ACCOUNT TOTAL	418.71		
002300	565000						PAINT AND PAINTING SPLY.			
004176	SHERWIN-WILLIAMS COM	8483-9	2400012	2024	3	INV	P	769.00	121523	300304 P&R TATUM SOCCER-PA
							ACCOUNT TOTAL	769.00		
002300	570000						MTR VEHICLE REP. PTS/SPL			
002160	AT&T MOBILITY	287308925627X120523	0	2024	3	INV	P	47.20	121523	300131 MB2016-287/GEOTAB/N
002565	COURTESY MOTORS INC	337031	2400889	2024	3	INV	P	3,316.74	121523	300169 P&R TRK UNIT 16048-
004297	SOUTHERN TIRE MART (	2520140573	2400938	2024	3	INV	P	126.00	121523	300313 PR TRK UNIT 9603-TI
004297	SOUTHERN TIRE MART (	2520140976	2400953	2024	3	INV	P	784.00	121523	300313 P&R TRK UNIT 14143-
004297	SOUTHERN TIRE MART (	2520140977	2400955	2024	3	INV	P	317.03	121523	300313 P&R TRK UNIT 18558-
								1,227.03		
048827	CARQUEST	14758-32311	2400416	2024	3	INV	P	222.65	121523	300150 P&R GROUNDS-SHOP SU
							ACCOUNT TOTAL	4,813.62		
002300	575500						AGRICLTRL REPAIR PTS/SPL			
002304	BRACKMAN MOWER WAREH	45562	2400086	2024	3	INV	P	39.50	121523	300140 P&R GROUNDS- MOWER
002304	BRACKMAN MOWER WAREH	46404	2400945	2024	3	INV	P	141.75	121523	300140 P&R- MOWER 21324 SE
002304	BRACKMAN MOWER WAREH	46405	2400942	2024	3	INV	P	215.95	121523	300140 P&R- MOWER 20823 SE
								397.20		
							ACCOUNT TOTAL	397.20		
002300	606000						TELEPHONE AND TELEGRAPH			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	113.36	121523	300131	MB#2016-287/WIRELES
				ACCOUNT TOTAL			113.36			
002300	612000			FREIGHT						
047043	PORTABLE TOILETS	105321	2304730	2024 3	INV	P	35.00	121523	300284	P&R TATUM SOCCER-FA
				ACCOUNT TOTAL			35.00			
002300	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2023-30 NOV	0	2024 3	INV	P	55.03	121523	300249	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			55.03			
002300	638400			MOTOR VEHICLE EQ. R&M						
002565	COURTESY MOTORS INC	337031	2400889	2024 3	INV	P	1,085.99	121523	300169	P&R TRK UNIT 16048-
003246	JERRY'S AUTOMOTIVE R	22771	2401099	2024 3	INV	P	82.75	121523	300216	P&R TRK UNIT 18561-
004297	SOUTHERN TIRE MART (	2520140976	2400953	2024 3	INV	P	100.00	121523	300313	P&R TRK UNIT 14143-
004297	SOUTHERN TIRE MART (	2520140977	2400955	2024 3	INV	P	50.00	121523	300313	P&R TRK UNIT 18558-
							150.00			
				ACCOUNT TOTAL			1,318.74			
002300	638700			AGRICULTURAL EQ. R&M						
002304	BRACKMAN MOWER WAREH	41808	0	2024 3	INV	P	930.21	121523	300140	PR GROUNDS- IN REFE
002304	BRACKMAN MOWER WAREH	45562	2400086	2024 3	INV	P	44.77	121523	300140	P&R GROUNDS- MOWER
002304	BRACKMAN MOWER WAREH	46404	2400945	2024 3	INV	P	114.50	121523	300140	P&R- MOWER 21324 SE
002304	BRACKMAN MOWER WAREH	46405	2400942	2024 3	INV	P	48.32	121523	300140	P&R- MOWER 20823 SE
							1,137.80			
003380	LANCASTER'S MACHINE	25607	2400888	2024 3	INV	P	635.00	121523	300226	P&R GRNDS MAINT-REC
004297	SOUTHERN TIRE MART (	2520140563	2400941	2024 2	INV	P	76.33	121523	300313	P&R GROUNDS- UNIT 2
				ACCOUNT TOTAL			1,849.13			
002300	639600			SIGN PAINTING						
004205	SIGNS FIRST	H-87088	2400939	2024 3	INV	P	136.59	121523	300306	PR GRNDS MAINT-CLOS
				ACCOUNT TOTAL			136.59			
002300	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4171272675	0	2024 3	INV	P	362.86	121523	300152	P&R REC MAINT-UNIFO
002471	CINTAS CORPORATION #	4175563932	0	2024 3	INV	P	223.95	121523	300152	P&R GRNDS MAINT-UNI
							586.81			
				ACCOUNT TOTAL			586.81			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300	644900			OTHER RENT						
002471	CINTAS CORPORATION #	4175563664	0	2024 3	INV	P	28.47	121523	300153	P&R GRNDS MAINT-MAT
002472	CINTAS FIRST AID J71	5185210939	0	2024 2	INV	P	141.43	121523	300154	PR GROUNDS-FIRST AI
047043	PORTABLE TOILETS	105321	2304730	2024 3	INV	P	810.00	121523	300284	P&R TATUM SOCCER-FA
047043	PORTABLE TOILETS	106871	0	2024 3	INV	P	655.00	121523	300284	P&R TATUM SOCC AFTE
047043	PORTABLE TOILETS	107064	2300978	2024 3	INV	P	2,231.00	121523	300284	TWO QUOTE PORTABLE
047043	PORTABLE TOILETS	107944	2300978	2024 3	INV	P	2,231.00	121523	300284	TWO QUOTE PORTABLE
047043	PORTABLE TOILETS	107975	2400986	2024 3	INV	P	1,300.00	121523	300284	P&R TATUM SOCCER-PO
							7,227.00			
				ACCOUNT TOTAL			7,396.90			
002300	684500			REGISTRATION FEE/TUITION						
004517	USA BOXING-SOUTHERN	580756	0	2024 3	INV	P	985.00	121523	300334	PR UNETTA GYM SANCT
				ACCOUNT TOTAL			985.00			
002300	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	3B2012	2400345	2024 2	INV	P	466.00	121523	300115	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			466.00			
002300	699900			SERVICES NOT SPECIFIED						
002037	AB SUPPORT SERVICES	GROUNDS01	2400940	2024 3	INV	P	750.00	121523	300115	P&R TATUM REC OFFIC
002777	FAGAN TREE AND SPRAY	4124	0	2024 3	INV	P	5,250.00	121523	300183	P&R LABOR ONLY TO S
002777	FAGAN TREE AND SPRAY	4125	0	2024 3	INV	P	2,525.00	121523	300183	P&R LABOR ONLY TO S
							7,775.00			
004504	UNITED FENCE COMPANY	26102	2401043	2024 3	INV	P	877.00	121523	300332	LABOR/16 SQ POST BO
047187	FOUR SEASONS LAWN	16194	0	2024 3	INV	P	500.00	121523	300188	P&R HARDY ST MEDIAN
047187	FOUR SEASONS LAWN	16821	0	2024 3	INV	P	325.00	121523	300188	P&R HARDY ST-LABOR
047187	FOUR SEASONS LAWN	16864	0	2024 3	INV	P	530.00	121523	300188	P&R 38TH AVE LABOR
047187	FOUR SEASONS LAWN	17007	0	2024 3	INV	P	667.75	121523	300188	P&R HBURG SAFETY BL
047187	FOUR SEASONS LAWN	17057	0	2024 3	INV	P	325.00	121523	300188	P&R HARDY ST-LABOR
							2,347.75			
				ACCOUNT TOTAL			11,749.75			
002300	733500			AGRICULTURAL EQUIPMENT						
002304	BRACKMAN MOWER WAREH	46539	2400990	2024 3	INV	P	4,038.00	121523	300140	P&R REC MAINT-EQUIP
002304	BRACKMAN MOWER WAREH	46543	2401059	2024 3	INV	P	1,279.00	121523	300140	P&R REC MAINT-DOWNT
							5,317.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		5,317.00			
				ORG 002300	TOTAL		54,463.76			
002315			PKS/REC-REC.ADMIN/COM.REL.							
002315	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	1708-11/30/23	0	2024	3	INV	P	275.49	121523	300294 1708-11/30/23 CREDI
					ACCOUNT TOTAL		275.49			
002315	551000			RECREATIONAL SUPPLIES						
003921	PINE BELT TROPHY	111723	2400795	2024	3	INV	P	70.00	121523	300281 ADULT SOFTBALL TROP
003937	PLAY IT AGAIN SPORTS	001621	2400770	2024	3	INV	P	678.00	121523	300282 ADULT FALL SOFTBALL
004017	REGIONS CARDHOLDER S	1708-11/30/23	0	2024	3	INV	P	1,734.74	121523	300294 1708-11/30/23 CREDI
048941	SWANK MOTION PICTURE	BO2140872	2401048	2024	3	INV	P	250.00	121523	300320 LICENSING FOR PARKS
					ACCOUNT TOTAL		2,732.74			
002315	551001			RECREATIONAL SUPP-ARTS CENTER						
004017	REGIONS CARDHOLDER S	1286-11/30/23	0	2024	3	INV	P	875.53	121523	300294 1286-11/30/23 REGIO
					ACCOUNT TOTAL		875.53			
002315	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X120523	0	2024	3	INV	P	495.60	121523	300131 MB2016-287/GEOTAB/N
					ACCOUNT TOTAL		495.60			
002315	603400			OFFICIALS						
004221	SMITH, CARLTON L	CS1128125	0	2024	3	INV	P	125.00	121523	300308 GAME OFFICIAL ADULT
004460	TROTTER, COREY	CT1128125	0	2024	3	INV	P	165.00	121523	300325 GAME OFFICIAL ADULT
047595	MARTIN DERRICAS	DM1128125	0	2024	3	INV	P	150.00	121523	300235 GAME OFFICIAL ADULT
048772	LEE ANTHONY	ALEE1128125	0	2024	3	INV	P	125.00	121523	300229 GAME OFFICIAL ADULT
049431	MILLER CLIFFORD G	CMILL1128125	0	2024	3	INV	P	150.00	121523	300240 GAME OFFICIAL ADULT
049966	MORRIS, GEORGE T	GM125	0	2024	3	INV	P	75.00	121523	300244 OFFICIAL ADULT MENS
050091	RODGERS EDWARD	ER1128125	0	2024	3	INV	P	150.00	121523	300298 GAME OFFICIAL ADULT
					ACCOUNT TOTAL		940.00			
002315	604900			OTHER PROFESSIONAL SERV.						
002540	CONNER, TOBARRA	1128125	0	2024	3	INV	P	60.00	121523	300166 SCOREKEEPER ADULT M
002965	GUTHRIE, JONI S	JG1128127	0	2024	3	INV	P	150.00	121523	300202 SENIOR AEROBICS & L

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003054	H'BURG CONVENTION CO	113023	0	2024 3	INV	P	200.00	121523	300203	SNOW MACHINE LABOR
003313	KETTLEY, ANNETTE	AK1128125	0	2024 3	INV	P	60.00	121523	300222	SCOREKEEPER ADULT M
003958	POWELL, RANDY	HPR1125122	0	2024 3	INV	P	495.00	121523	300286	YOUTH FOOTBALL STAF
003958	POWELL, RANDY	RP125	0	2024 3	INV	P	45.00	121523	300286	SCOREKEEPER ADULT M
							540.00			
048422	RAY NANCY REBEKAH	RRAY1127	0	2024 3	INV	P	50.00	121523	300293	CERAMICS POTTERY CL
049349	JESSICA R POWELL	JP125	0	2024 3	INV	P	30.00	121523	300217	SCOREKEEPER ADULT M
050100	P.A.S.S. SECURITY LL	000436	0	2024 3	INV	P	100.00	121523	300272	SECURITY ADULT SOFT
				ACCOUNT TOTAL			1,190.00			
002315	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	56.68	121523	300131	MB#2016-287/WIRELES
				ACCOUNT TOTAL			56.68			
002315	630000			GAS						
004321	SPIRE	G2023-5 DEC	0	2024 3	INV	P	20.00	121523	300316	SPIRE-(MILMUT GAS)-
				ACCOUNT TOTAL			20.00			
002315	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2023-12/1	0	2024 3	INV	P	183.11	121523	300248	MISSISSIPPI POWER-4
003700	MS POWER COMPANY	E2023-30 NOV	0	2024 3	INV	P	1,495.05	121523	300249	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-4 DEC	0	2024 3	INV	P	54.23	121523	300252	MISSISSIPPI POWER-1
							1,732.39			
				ACCOUNT TOTAL			1,732.39			
002315	684000			DUES AND MEMBERSHIPS						
004017	REGIONS CARDHOLDER S	4341-11/30/23	0	2024 3	INV	P	16.04	121523	300294	4341-11/30/23 CREDI
				ACCOUNT TOTAL			16.04			
				ORG 002315 TOTAL			8,334.47			
	FUND 002 PARKS & RECREATION FUND				TOTAL:		62,798.23			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

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						
003712 MS STATE/TAX COMM/TA	TAG UNIT # 22165	0	2024 3	INV	P	12.00	121523	300257	TAG UNIT # 22165/VI
			ACCOUNT TOTAL			12.00			
005160 729500			OTHER IMPROVEMENTS						
050391 ASSOCIATED CONTRACTO	PAY APP NO 2	0	2024 3	INV	P	22,751.55	121523	300126	MB 2022-271 FIRE ST
			ACCOUNT TOTAL			22,751.55			
005160 742000			PICK UP TRUCKS						
049655 KIRK AUTO WORLD INC	D4382	2302070	2024 3	INV	P	41,532.00	121523	300223	HFD RAM 1500 CREW C
			ACCOUNT TOTAL			41,532.00			
			ORG 005160 TOTAL			64,295.55			
FUND 005 HATT.MUNICIPAL FIRE PROTECTION			TOTAL:			64,295.55			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009660			W&S O&M-CUSTOMER ACCT. DIV.							
009660	501000			OTHER EXPENDABLE OFF.SPL						
004327	STANDARD OFFICE SUPP	H23004-00	2400733	2024 3	INV	P	620.71	121523	300317	OFFICE SUPPLIES WAT
004327	STANDARD OFFICE SUPP	H23298-00	2400829	2024 3	INV	P	50.54	121523	300317	OFFICE SUPPLIES WAT
							671.25			
				ACCOUNT TOTAL			671.25			
009660	502000			MINOR OFFICE EQUIP/FURN.						
004017	REGIONS CARDHOLDER S	1708-11/30/23	0	2024 3	INV	P	466.07	121523	300294	1708-11/30/23 CREDI
				ACCOUNT TOTAL			466.07			
009660	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 11/30/23 FUEL9	0	2024 3	INV	P	967.13	121523	300157	FUEL USAGE 11/1-11/
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	153.59	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	1.99	121523	300200	93058 9/23
							155.58			
				ACCOUNT TOTAL			1,122.71			
009660	570000			MTR VEHICLE REP. PTS/SPL						
003861	PATTERSON AUTO ELECT	82093	2400399	2024 3	INV	P	152.71	121523	300274	REPAIR TO UNIT 2141
				ACCOUNT TOTAL			152.71			
009660	604900			OTHER PROFESSIONAL SERV.						
002181	BADGER METER INC	80145504	0	2024 3	INV	P	3,582.64	121523	300134	M/B 2018-832 BEACON
047562	ENCO UTILITY	#INV62598	0	2024 3	INV	P	568.78	121523	300179	FILE# 2020-835 RT 2
047562	ENCO UTILITY	#INV62803	0	2024 3	INV	P	801.38	121523	300179	FILE 2020-835 RT 3
							1,370.16			
				ACCOUNT TOTAL			4,952.80			
009660	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	214.22	121523	300131	MB#2016-287/WIRELES
				ACCOUNT TOTAL			214.22			
009660	607000			POSTAGE						
047562	ENCO UTILITY	#INV62598	0	2024 3	INV	P	1,588.65	121523	300179	FILE# 2020-835 RT 2
047562	ENCO UTILITY	#INV62803	0	2024 3	INV	P	2,275.97	121523	300179	FILE 2020-835 RT 3
047562	ENCO UTILITY	INV#62719	0	2024 3	INV	P	3.51	121523	300179	FILE#2020-835 POST
							3,868.13			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL 3,868.13			
009660 638400						MOTOR VEHICLE EQ. R&M			
003861 PATTERSON AUTO ELECT	81997	2400256	2024 3	INV	P	1,951.65	121523	300274	REPAIR TO UNIT 2141
003861 PATTERSON AUTO ELECT	82093	2400399	2024 3	INV	P	522.50	121523	300274	REPAIR TO UNIT 2141
						2,474.15			
						ACCOUNT TOTAL 2,474.15			
009660 643000						UNIFORM RENT			
002471 CINTAS CORPORATION #	4173700273	0	2024 3	INV	P	69.94	121523	300152	STATE CONTRACT 8200
002471 CINTAS CORPORATION #	4174332659	0	2024 3	INV	P	32.49	121523	300153	STATE CONTRACT 8200
002471 CINTAS CORPORATION #	4175120090	0	2024 3	INV	P	69.94	121523	300152	STATE CONTRACT 8200
002471 CINTAS CORPORATION #	4175844480	0	2024 3	INV	P	32.49	121523	300153	STATE CONTRACT 8200
						204.86			
						ACCOUNT TOTAL 204.86			
009660 687000						CUSTODIAL SERVICE			
002037 AB SUPPORT SERVICES	4b10224	2301150	2024 2	INV	P	282.04	121523	300115	TWO QUOTE - JANITOR
						ACCOUNT TOTAL 282.04			
						ORG 009660 TOTAL 14,408.94			
009672						W&S O&M-WATER TRANSMISSION DIV			
009672 525000						GAS AND OIL			
001002 CITY OF HATTIESBURG	TRF 11/30/23 FUEL9	0	2024 3	INV	P	4,958.24	121523	300157	FUEL USAGE 11/1-11/
049764 GPM EMPIRE	93058 8/23	0	2024 3	INV	P	701.71	121523	300199	ACCOUNT 93058 - AUG
049764 GPM EMPIRE	93058 9/23	0	2024 3	INV	P	8.86	121523	300200	93058 9/23
						710.57			
						ACCOUNT TOTAL 5,668.81			
009672 525700						DIESEL FUEL			
001002 CITY OF HATTIESBURG	TRF 11/30/23 FUEL9	0	2024 3	INV	P	90.00	121523	300157	FUEL USAGE 11/1-11/
						ACCOUNT TOTAL 90.00			
009672 540000						ASPHALT & ASPHALT PROD.			
003348 L & A CONTRACTING CO	1204-2023	2400788	2024 3	INV	P	4,875.00	121523	300224	CRUSH CONCRETE FOR
004586 WARREN PAVING INC	81609	0	2024 3	INV	P	222.31	121523	300337	PO#2304414-- OVERRU
						ACCOUNT TOTAL 5,097.31			
009672 545000						HAND TOOLS			
003543 MCELHANEY PLUMBING I	298598	2400994	2024 3	INV	P	179.85	121523	300236	HAND TOOLS FOR WATE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			179.85			
009672	546000			MINOR EQUIPMENT						
003987	PUCKETT RENTS	1010103-0001	2400995	2024 3	INV	P	65.25	121523	300292	MINOR EQUIPMENT --
				ACCOUNT TOTAL			65.25			
009672	561000			PLUMBING SUPPLIES						
002442	CENTRAL PIPE SUPPLY	S100332500-003	2302896	2024 3	INV	P	29,352.24	121523	300151	BADGER METERS FOR W
002442	CENTRAL PIPE SUPPLY	S100342659-003	0	2024 3	INV	P	228.27	121523	300151	PO#2304315 -- FORD
002442	CENTRAL PIPE SUPPLY	S100353431-001	2400615	2024 3	INV	P	4,242.92	121523	300151	WAREHOUSE STOCK FOR
							33,823.43			
002559	CORE & MAIN (HD SUPP	T587949	2304541	2024 3	INV	P	755.16	121523	300167	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	T789644	2400320	2024 2	INV	P	4,078.20	121523	300167	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	T954646	2400750	2024 3	INV	P	244.00	121523	300167	WAREHOUSE STOCK (BR
							5,077.36			
004300	SOUTHERN WATERWORKS	96401	2400927	2024 3	INV	P	4,892.30	121523	300314	WAREHOUSE STOCK --
				ACCOUNT TOTAL			43,793.09			
009672	570000			MTR VEHICLE REP. PTS/SPL						
002166	AUTO ARMATURE SERVIC	32596	2400907	2024 2	INV	P	209.95	121523	300132	BATTERY FOR UNIT #
003861	PATTERSON AUTO ELECT	82122	2400666	2024 3	INV	P	942.21	121523	300274	REPAIRS TO UNIT # 2
003987	PUCKETT RENTS	999947	2400910	2024 2	INV	P	329.98	121523	300292	TRASH PUMP REPAIRS
048827	CARQUEST	14758-32233	2400906	2024 2	INV	P	61.05	121523	300150	REPAIR PARTS FOR UN
048827	CARQUEST	14758-32308	2400936	2024 3	INV	P	72.97	121523	300150	REPAIR PARTS FOR UN
							134.02			
050371	PINE BELT FLEET	699	2400913	2024 2	INV	P	252.63	121523	300278	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			1,868.79			
009672	599000			OTHER REPAIR/MAINT. SPL.						
003685	MS GRASS NURSERY	4047	2401046	2024 3	INV	P	225.00	121523	300246	ST. AUGUSTINE SOD F
				ACCOUNT TOTAL			225.00			
009672	604900			OTHER PROFESSIONAL SERV.						
048917	MS CONCRETE PROF	0000116	0	2024 3	INV	P	800.00	121523	300245	CONCRETE REPAIRS: 9
048917	MS CONCRETE PROF	0000117	0	2024 3	INV	P	500.00	121523	300245	CONCRETE REPAIRS: 2
048917	MS CONCRETE PROF	0000118	0	2024 3	INV	P	800.00	121523	300245	CONCRETE REPAIRS: 2
048917	MS CONCRETE PROF	0000119	0	2024 3	INV	P	1,500.00	121523	300245	CONCRETE REPAIRS: 6
048917	MS CONCRETE PROF	0000120	0	2024 3	INV	P	500.00	121523	300245	CONCRETE REPAIRS: 3

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
048917	MS CONCRETE PROF	0000121	0	2024 3	INV	P	800.00	121523	300245	CONCRETE REPAIRS: 5
048917	MS CONCRETE PROF	0000122	0	2024 3	INV	P	600.00	121523	300245	CONCRETE REPAIRS: 1
048917	MS CONCRETE PROF	0000123	0	2024 3	INV	P	1,220.87	121523	300245	CONCRETE REPAIRS: M
							6,720.87			
				ACCOUNT TOTAL			6,720.87			
009672	638400			MOTOR VEHICLE EQ. R&M						
003861	PATTERSON AUTO ELECT	82122	2400666	2024 3	INV	P	1,437.50	121523	300274	REPAIRS TO UNIT # 2
003987	PUCKETT RENTS	999947	2400910	2024 2	INV	P	435.00	121523	300292	TRASH PUMP REPAIRS
004297	SOUTHERN TIRE MART (	2520140056	0	2024 3	INV	P	1,263.00	121523	300313	TIRES FOR UNIT # 13
050371	PINE BELT FLEET	699	2400913	2024 2	INV	P	347.50	121523	300278	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			3,483.00			
009672	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	00045664	0	2024 3	INV	P	350.00	121523	300220	TOW IN UNIT # 21726
				ACCOUNT TOTAL			350.00			
009672	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4175845065	0	2024 3	INV	P	204.65	121523	300152	SC#8200044758: UNIF
002471	CINTAS CORPORATION #	4176561363	0	2024 3	INV	P	204.65	121523	300152	SC#8200044758- UNIF
							409.30			
				ACCOUNT TOTAL			409.30			
				ORG 009672 TOTAL			67,951.27			
009673			W&S O&M-WATER PLANT DIVISION							
009673	501000			OTHER EXPENDABLE OFF.SPL						
004327	STANDARD OFFICE SUPP	H23675-00	2401040	2024 3	INV	P	413.52	121523	300317	INK CARTRIDGES FOR
				ACCOUNT TOTAL			413.52			
009673	513000			CHEMICALS						
002094	ALLIED UNIVERSAL COR	I2904838	2400911	2024 3	INV	P	10,600.00	121523	300121	CHLORINE FOR WATER
002094	ALLIED UNIVERSAL COR	I2904839	2400911	2024 3	INV	P	10,600.00	121523	300121	CHLORINE FOR WATER
002094	ALLIED UNIVERSAL COR	I2905338	2400983	2024 3	INV	P	1,379.00	121523	300121	150lb CHLORINE FGH
002094	ALLIED UNIVERSAL COR	I2905339	2400983	2024 3	INV	P	1,576.00	121523	300121	150lb CHLORINE FGH
							24,155.00			
				ACCOUNT TOTAL			24,155.00			
009673	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 11/30/23 FUEL9	0	2024 3	INV	P	1,080.02	121523	300157	FUEL USAGE 11/1-11/

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	101.29	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	1.31	121523	300200	93058 9/23
							102.60			
				ACCOUNT TOTAL			1,182.62			
009673	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	TRF 11/30/23 FUEL9	0	2024 3	INV	P	36.70	121523	300157	FUEL USAGE 11/1-11/
				ACCOUNT TOTAL			36.70			
009673	545000			HAND TOOLS						
003543	MCELHANEY PLUMBING I	298585	2400993	2024 3	INV	P	62.85	121523	300236	HAND TOOLS FOR WATE
				ACCOUNT TOTAL			62.85			
009673	559000			OTHER OPERATING MATL/SPLY						
002274	BLOSSMAN GAS INC	25962288	2400934	2024 3	INV	P	112.00	121523	300138	PROPANE CYLINDERS F
				ACCOUNT TOTAL			112.00			
009673	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X120523	0	2024 3	INV	P	920.40	121523	300131	MB2016-287/GEOTAB/N
				ACCOUNT TOTAL			920.40			
009673	604900			OTHER PROFESSIONAL SERV.						
002380	BYRD, WADE J.	BRYD122023	0	2024 3	INV	P	3,000.00	121523	300145	OPERATOR OF RECORD,
004143	SECURITY BLANKET	190732	0	2024 3	INV	P	1,327.50	121523	300302	SERVICE CALL, SECUR
004143	SECURITY BLANKET	191040	0	2024 3	INV	P	450.00	121523	300302	SERVICE CALL, SECUR
							1,777.50			
				ACCOUNT TOTAL			4,777.50			
009673	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	39.23	121523	300131	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X120523	0	2024 3	INV	P	915.74	121523	300131	MB2016-276/WIRELESS
							954.97			
				ACCOUNT TOTAL			954.97			
009673	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2023-28 NOV	0	2024 3	INV	P	921.36	121523	300248	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-30 NOV	0	2024 3	INV	P	24,455.01	121523	300249	MISSISSIPPI POWER-V
							25,376.37			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E	2023-11/29B	0	2024 3	INV	P	62.26	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-28 NOV	0	2024 3	INV	P	39.10	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023/11/30/23B	0	2024 3	INV	P	6,290.19	121523	300275	PEARL RIVER VALLEY
							6,391.55			
				ACCOUNT TOTAL			31,767.92			
009673	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4176560809	0	2024 3	INV	P	87.07	121523	300152	SC#8200044758 -- MO
				ACCOUNT TOTAL			87.07			
009673	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	3B2012	2400345	2024 2	INV	P	466.00	121523	300115	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			466.00			
				ORG 009673 TOTAL			64,936.55			
009676				W&S O&M-SEWER DIVISION						
009676	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 11/30/23 FUEL9	0	2024 3	INV	P	244.52	121523	300157	FUEL USAGE 11/1-11/
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	.78	121523	300200	93058 9/23
				ACCOUNT TOTAL			245.30			
009676	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	TRF 11/30/23 FUEL9	0	2024 3	INV	P	800.00	121523	300157	FUEL USAGE 11/1-11/
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	61.09	121523	300199	ACCOUNT 93058 - AUG
				ACCOUNT TOTAL			861.09			
009676	545000			HAND TOOLS						
003543	MCELHANEY PLUMBING I	298571	2400908	2024 3	INV	P	164.55	121523	300236	HAND TOOLS FOR SEWE
				ACCOUNT TOTAL			164.55			
009676	546000			MINOR EQUIPMENT						
002795	FASTENAL COMPANY	MSHAT240757	2400997	2024 3	INV	P	350.00	121523	300185	9"8mil BLACK NITRIL
				ACCOUNT TOTAL			350.00			
009676	570000			MTR VEHICLE REP. PTS/SPL						
003861	PATTERSON AUTO ELECT	82000	2304084	2024 3	INV	P	699.65	121523	300274	REPAIRS TO UNIT # 2
048827	CARQUEST	14758-32234	2400914	2024 2	INV	P	62.74	121523	300150	REPAIR PARTS FOR UN
048827	CARQUEST	14758-32556	2400996	2024 3	INV	P	322.95	121523	300150	MILWAUKEE 600LM HEA
							385.69			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL	1,085.34		
009676	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287290252011X120523	0	2024	3	INV P	47.17	121523	300131	MB2016-276/WIRELESS
							ACCOUNT TOTAL	47.17		
009676	630500						ELECTRICITY			
003700	MS POWER COMPANY	E2023-12/4/23C	0	2024	3	INV P	320.00	121523	300248	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2023-30 NOV	0	2024	3	INV P	742.85	121523	300249	MISSISSIPPI POWER-V
							1,062.85			
004282	SOUTHERN PINE ELECTR	E2023-12/01/23	0	2024	3	INV P	145.49	121523	300312	SOUTHERN PINE ELECT
							ACCOUNT TOTAL	1,208.34		
009676	638400						MOTOR VEHICLE EQ. R&M			
003861	PATTERSON AUTO ELECT	82000	2304084	2024	3	INV P	750.00	121523	300274	REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	82006	2304442	2024	3	INV P	617.50	121523	300274	REPAIRS TO UNIT # 2
							1,367.50			
							ACCOUNT TOTAL	1,367.50		
009676	639800						TOW IN CHARGES			
003253	JOHNNY'S WRECKER SER	00045663	0	2024	3	INV P	350.00	121523	300220	TOW IN UNIT # 19845
							ACCOUNT TOTAL	350.00		
							ORG 009676 TOTAL	5,679.29		
009677			W&S O&M-SEWER LAGOON DIV.							
009677	513000						CHEMICALS			
002094	ALLIED UNIVERSAL COR	I2905608	2400985	2024	3	INV P	9,080.00	121523	300121	CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR	I2905609	2400985	2024	3	INV P	6,430.00	121523	300121	CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR	I2906115	2400985	2024	3	INV P	1,890.00	121523	300121	CHLORINE & SULFUR D
							17,400.00			
							ACCOUNT TOTAL	17,400.00		
009677	525000						GAS AND OIL			
001002	CITY OF HATTIESBURG	TRF 11/30/23 FUEL9	0	2024	3	INV P	565.97	121523	300157	FUEL USAGE 11/1-11/
							ACCOUNT TOTAL	565.97		
009677	525700						DIESEL FUEL			
001002	CITY OF HATTIESBURG	TRF 11/30/23 FUEL9	0	2024	3	INV P	59.60	121523	300157	FUEL USAGE 11/1-11/
							ACCOUNT TOTAL	59.60		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009677	630500				ELECTRICITY					
003700	MS POWER COMPANY	E2023-30 NOV	0	2024 3	INV	P	12,021.70	121523	300249	MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2023 11/29C	0	2024 3	INV	P	46.92	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023 21 NOV	0	2024 2	INV	P	365.32	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-28 NOV	0	2024 3	INV	P	727.29	121523	300275	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023/11/30/23B	0	2024 3	INV	P	2,725.81	121523	300275	PEARL RIVER VALLEY
							3,865.34			
				ACCOUNT TOTAL			15,887.04			
009677	638000				FIXED EQUIPMENT R&M					
003348	L & A CONTRACTING CO	483-255	0	2024 3	INV	P	25,850.00	121523	300224	MB2016-64:LAGOONS A
004423	THE SPECTRUM GROUP I	11532	0	2024 3	INV	P	190.50	121523	300321	SURGE SUPPRESSOR FO
048129	APGN INC	18796	0	2024 3	INV	P	41,250.00	121523	300124	MB2021-1284:AERATOR
				ACCOUNT TOTAL			67,290.50			
				ORG 009677	TOTAL		101,203.11			
		FUND 009 WATER & SEWER OPERATION/MAINT.			TOTAL:		254,179.16			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
073570			MASS TRANSIT-TRANSPORTATION							
073570	525000		GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 11/30/23 FUEL73	0	2024 3	INV	P	6,118.38	121523	300156	FUEL USAGE 11/1-11/
049764	GPM EMPIRE	93058 11/23	0	2024 3	INV	P	249.37	121523	300198	ACCOUNT 93058-NOVEM
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	708.26	121523	300199	ACCOUNT 93058 - AUG
049764	GPM EMPIRE	93058 9/23	0	2024 3	INV	P	24.46	121523	300200	93058 9/23
							982.09			
				ACCOUNT TOTAL			7,100.47			
073570	525700		DIESEL FUEL							
001002	CITY OF HATTIESBURG	TRF 11/30/23 FUEL73	0	2024 3	INV	P	3,203.65	121523	300156	FUEL USAGE 11/1-11/
049764	GPM EMPIRE	93058 11/23	0	2024 3	INV	P	129.07	121523	300198	ACCOUNT 93058-NOVEM
049764	GPM EMPIRE	93058 8/23	0	2024 3	INV	P	1,180.44	121523	300199	ACCOUNT 93058 - AUG
							1,309.51			
				ACCOUNT TOTAL			4,513.16			
073570	606000		TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X120823	0	2024 3	INV	P	387.08	121523	300131	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X120523	0	2024 3	INV	P	51.76	121523	300131	MB2016-276/WIRELESS
							438.84			
				ACCOUNT TOTAL			438.84			
073570	687000		CUSTODIAL SERVICE							
002037	AB SUPPORT SERVICES	4b10224	2301150	2024 2	INV	P	518.64	121523	300115	TWO QUOTE - JANITOR
				ACCOUNT TOTAL			518.64			
				ORG 073570 TOTAL			12,571.11			
	FUND 073 MASS TRANSIT FUND				TOTAL:		12,571.11			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
075695		W&S CONSTR.-CAPITAL PROJECTS							
075695 601500			ENGINEERING						
004197 SHOWS DEARMAN & WAIT	23897	0	2024 3	INV	P	15,325.00	121523	300305	MB 2020-137-138 INF
004197 SHOWS DEARMAN & WAIT	23898	0	2024 3	INV	P	10,860.00	121523	300305	MB 2021-306 EDWARDS
004197 SHOWS DEARMAN & WAIT	23901	0	2024 3	INV	P	30,020.63	121523	300305	MB 2022-44 LINCOLN
004197 SHOWS DEARMAN & WAIT	23903	0	2024 3	INV	P	5,000.00	121523	300305	MB 2012-1/3 GENERAL
004197 SHOWS DEARMAN & WAIT	23905	0	2024 3	INV	P	980.00	121523	300305	MB 2012-1/34 EMERGE
004197 SHOWS DEARMAN & WAIT	23906	0	2024 3	INV	P	17,663.40	121523	300305	MB 2022-45 W 7TH NO
						79,849.03			
			ACCOUNT TOTAL			79,849.03			
075695 724501			ARCADIA SUNSET						
004197 SHOWS DEARMAN & WAIT	23899	0	2024 3	INV	P	9,725.00	121523	300305	MB 2021-337-338 ARC
			ACCOUNT TOTAL			9,725.00			
075695 724599			PROGRAMMED WATER PROJ.						
004197 SHOWS DEARMAN & WAIT	23896	0	2024 3	INV	P	8,200.00	121523	300305	MB 2018-288-289 INF
004197 SHOWS DEARMAN & WAIT	23902	0	2024 3	INV	P	10,390.92	121523	300305	MB 2022-44 MS HALL
						18,590.92			
			ACCOUNT TOTAL			18,590.92			
			ORG 075695 TOTAL			108,164.95			
FUND 075 WATER&SEWER CONSTRUCTION FUND			TOTAL:			108,164.95			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077001			COMMUNITY CTR REVENUES							
077001	314200		C.E.ROY/5TH ST.C.C.USE FEE							
050416	LAFLORE, TONYA	12/11/23	0	2024	3	INV	P	150.00	121523	300225 REFUND-EVENT 7/13/2
			ACCOUNT TOTAL					150.00		
			ORG 077001 TOTAL					150.00		
077650			COMMUNITY CTR-ADMIN/GENERAL							
077650	525000		GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 11/23 FUEL77	0	2024	3	INV	P	146.77	121523	300158 FUEL USAGE 11/1-11/
			ACCOUNT TOTAL					146.77		
077650	546000		MINOR EQUIPMENT							
004017	REGIONS CARDHOLDER S	1708-11/30/23	0	2024	3	INV	P	107.00	121523	300294 1708-11/30/23 CREDI
			ACCOUNT TOTAL					107.00		
077650	570000		MTR VEHICLE REP. PTS/SPL							
002160	AT&T MOBILITY	287308925627X120523	0	2024	3	INV	P	94.40	121523	300131 MB2016-287/GEOTAB/N
			ACCOUNT TOTAL					94.40		
077650	604900		OTHER PROFESSIONAL SERV.							
049972	SAMMY CURTIS GRAHAM	0044	0	2024	3	INV	P	1,100.00	121523	300300 BENM POOL CHEMICAL
			ACCOUNT TOTAL					1,100.00		
077650	606000		TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X120823	0	2024	3	INV	P	61.68	121523	300131 MB#2016-287/WIRELES
			ACCOUNT TOTAL					61.68		
077650	630000		GAS							
004321	SPIRE	G2023-5 DEC	0	2024	3	INV	P	1,691.81	121523	300316 SPIRE-(MILMUT GAS)-
			ACCOUNT TOTAL					1,691.81		
077650	630500		ELECTRICITY							
003700	MS POWER COMPANY	E2023-30 NOV	0	2024	3	INV	P	2,060.10	121523	300249 MISSISSIPPI POWER-V
			ACCOUNT TOTAL					2,060.10		
077650	638000		FIXED EQUIPMENT R&M							
004234	SMITH, JIM SERVICES	i93344	2400957	2024	3	INV	P	1,018.19	121523	300309 SERVICE CALL TO JAC
			ACCOUNT TOTAL					1,018.19		
077650	715014		CULTURAL CENTER							
004234	SMITH, JIM SERVICES	93287	2400157	2024	3	INV	P	4,973.10	121523	300309 REPLACE CASSETTE AN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL		4,973.10			
077650 729523				MS ARTS COMMISSION GRANT					
004156 SERVICEMASTER/PETAL	37432	2400483	2024 3	INV	P	3,800.00	121523	300303	CLEANING SERVICE -
				ACCOUNT TOTAL		3,800.00			
				ORG 077650 TOTAL		15,053.05			
FUND 077 COMMUNITY CENTERS' FUND				TOTAL:		15,203.05			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/2 TO 2024/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN						
086300	7295PR			CAPITAL PROJECTS						
002515	COLONY CONSTRUCTION	MIDTOWN GREEN #4	0	2024 3	INV	P	62,265.41	121523	300162	MB 2022-150 MIDTOWN
003381	LANDARC CONSULTING G	06-2103	0	2024 3	INV	P	1,000.00	121523	300227	MIDTOWN GREEN PARK
049899	GCB COATINGS LLC	02304617	2304617	2024 3	INV	P	1,975.00	121523	300192	DOOR REPLACEMENT -
				ACCOUNT TOTAL			65,240.41			
				ORG 086300 TOTAL			65,240.41			
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV TOTAL:							65,240.41			

** END OF REPORT - Generated by Sherry Jackson **

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		937,159.39
002	PARKS & RECREATION FUND		62,798.23
005	HATT.MUNICIPAL FIRE PROTECTION		64,295.55
009	WATER & SEWER OPERATION/MAINT.		254,179.16
073	MASS TRANSIT FUND		12,571.11
075	WATER&SEWER CONSTRUCTION FUND		108,164.95
077	COMMUNITY CENTERS' FUND		15,203.05
086	SPEC SALES TAX-P&R/UNIV IMPROV		65,240.41
801	CLAIMS FUND	1,519,611.85	
	TOTAL	1,519,611.85	1,519,611.85

** END OF REPORT - Generated by Sherry Jackson **

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Dave Ware*	*Nicholas Brown*

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: December 19,2023

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING DECEMBER 15, 2023

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
075	RAWLS SPRINGS UTILITY DISTRICT	RAWLS23	N/A	SEWER PROJECT CAUSE NO 37	12/19/23	7500065	600,000.00
					TOTAL		600,000.00